



QUOTE DOCUMENTS

FOR

MONROE ELEMENTARY

BOILER REPLACEMENT

2250 30th Street

Des Moines, Iowa

QUOTE # Q6988

Owner

Des Moines Independent Community School District

1917 Dean Avenue

Des Moines, Iowa 50316

DES MOINES PUBLIC SCHOOLS
MONROE ELEMENTARY – BOILER REPLACEMENT
2250 30th Street
QUOTE NO. Q6988 – APRIL 18, 2014
SCOPE OF WORK

DOCUMENTS:

- A. Drawings:
 - a. Cover Sheet – Sheet G1.1 (24” X 36”)
 - b. Mechanical Room – Sheet M1.1 (24” X 36”)
- B. Scope of Work – April 18, 2014
- C. Quote Form with Non Collusion and Targeted Small Business Forms
- D. Insurance requirements
- E. Acknowledgement and Certification Form
- F. Bid Bond Forms
- G. Bond forms (Payment and Performance)

****There will be a pre-quote meeting at the site on Wednesday May 7, 2014 at 3:00 PM. Meet at North Entrance of Monroe Elementary. In order to quote this project a firm must have toured the project site with a member of the Owner’s staff. If firm can’t attend the scheduled pre-quote meeting, contact Dave Berger by email to schedule a time prior to May 6, 2014.****

INSTRUCTIONS:

1. Submit quote documents on enclosed forms. Pricing to be submitted not later than 3:00 PM on May 16, 2014. Submit quote form to Des Moines Public Schools at 1917 Dean Avenue, Des Moines, Iowa 50316. Fax or emailed copies of quote forms are acceptable. Send quote forms to the attention of Dave Berger (FAX 515-265-8998) or david.berger@dmschools.org.
2. Include the enclosed Non Collusion Affidavit and TSB forms with the quote.
3. Include a bid bond with the quote. See attached form.
4. Recognize any addenda on the quote form.
5. Questions shall be directed in writing to Dave Berger – david.berger@dmschools.org
6. The successful firm will be notified on or about May 19, 2014. A purchase order will be provided from the Des Moines Public Schools.
7. Upon receipt of the purchase order the contractor shall submit any items requiring approval by the District.
8. Quote shall exclude all sales and use taxes. The District will provide exemption certificates.
9. The successful firm is required to sign the Sex Offender Acknowledgement and Certification form which is attached.
10. The successful firm shall submit an insurance certificate meeting the insurance requirements of the attached document.
11. 100% performance and payment bonds are required at the time of the purchase order from the successful contractor. Include the cost of these bonds in the quote price.

12. The Owner will obtain the general building permit if required. Contractors are responsible to obtain and pay for all required trade permits.

13. Payments will be made once a month based upon percentage of work completed. A 5% retainage will be withheld monthly until acceptance of all work.
14. Contractor is required to provide all security for their work area and for the safety of other persons.
15. The contractor shall not sell any items from the site or allow other parties to come in and salvage onsite. Any selling or salvaging shall be done off site after items have been removed by the demolition contractor.
16. The contractor shall only stage work in the north parking lot but continued access to the school must be maintained, as directed by Des Moines Schools.
17. Work can be done in the mechanical room during schools days if there is no adverse impact noise wise on the occupants. All hauling of equipment in/out and debris removal must be done from 3:30 PM until 7:00 AM on school days, on weekends or on non-school days.
18. Parking is allowed along the Northwest parking lot from the hours of 3:30 PM to 7:00 AM on school days. The North parking lot can be used for deliveries. Wednesdays are early out days and evening parking hours can begin at 2:00 PM. No restrictions on the weekends and non-school days except that fire lanes need to remain open.
19. Demolition contractor may park one dumpster in the North parking lot in one of the parking stalls for loading and hauling debris, unless otherwise approved by Des Moines Schools
20. The work is to be done under one quote package.
21. The work shall be bid in a base quote.
BASE QUOTE – removal and provide new boilers, boiler pumps, combustion air ductwork, boiler fuel ductwork and associated piping and electrical work. Work may begin on June 9, 2014. Any utility (gas, water, etc.) and electrical outage must be scheduled with Des Moines Schools
22. All work shall be fully complete and accepted by the Owner not later than August 15, 2014.

END OF SCOPE OF WORK

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT
MONROE ELEMENTARY – BOILER REPLACEMENT**

QUOTE FORM

QUOTES DUE NOT LATER THAN 3:00 PM ON MAY 16, 2014

**PROPOSAL FOR: MONROE ELEMENTARY – BOILER REPLACEMENT
2250 30th Street - Des Moines, Iowa**

**TO: Des Moines Independent Community School District
1917 Dean Avenue
Des Moines, IA 50316
EMAIL: david.berger@dmschools.org (Emailed quotes permissible)
FAX: 515-265-8998 (Faxed quotes permissible)**

SUBMITTED BY: _____
Name of Bidder

Des Moines Independent Community School District:

The undersigned has examined the quote documents and hereby proposes and agrees to furnish and provide all products, materials, transportation, and services as required for the expeditious completion of the Work required in conformity with this quote request.

The undersigned agrees that the quote, if accepted by the Owner, will be the basis for a purchase order with the Owner.

The quote includes the required bonds and insurance coverage. The Contactor will provide the executed Acknowledgement and Certification form at the time the purchase order is completed.

The bidder certifies that they walked the building with an Owner Representative prior to submitting this quote.

The undersigned further acknowledges the following Addenda:

NO. _____ DATE _____

NO. _____ DATE _____

NO. _____ DATE _____

QUOTES FOR MONROE ELEMENTARY – BOILER REPLACEMENT – QUOTE NO. Q6988

The undersigned proposes to provide the scope of work as specified for the lump sum price of:

BASE QUOTE: _____ Dollars

(\$ _____) **F.O.B. DESTINATION EXCLUDING ALL TAXES.** (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT
MONROE ELEMENTARY – BOILER REPLACEMENT**

QUOTE FORM

The bidder is () or is not () an Iowa resident bidder as defined in Section 73A.21 of the Iowa code. If not a resident bidder, the bidder states that it is a non-resident bidder from the state of _____. This state does () or does not () provide for a bidder preference for resident bidders. This state does () or does not () provide a labor preference for resident labor. If the state in which your company is a resident allows for either a bidder preference or a labor preference, please provide the citation to the code section, and the details of each preference allowed in your resident state.

SUBMITTED BY: _____
Name of Bidder

Address: _____

Phone # _____ Fax # _____

Email address _____

(Authorized Signature)

Contractor's License Number _____

Date of Expiration: _____

DMPS INSURANCE REQUIREMENTS

Insurance by Contractor

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval of the District for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the District in writing.

Commercial General Liability Insurance

Each Occurrence	\$ 1,000,000
Damages to rented premises (each occurrence)	\$ 200,000
Medical Expenses (any one person)	\$ 10,000
Personal Injury	\$ 1,000,000
General aggregate	\$ 1,000,000
Products Complete Aggregate	\$ 1,000,000

Automobile Insurance

Combined single limi	\$ 1,000,000
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Worker's Compensation Insurance

In accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.

Each accident – minimum	\$ 500,000
Disease – minimum each employee	\$ 500,000

Upon selection, contractor will present certificates of insurance to the Des Moines Independent Community School District showing compliance with the forgoing requirements.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____
_____ as Principal, and
_____ as Surety, are held and firmly bound to
the Des Moines Independent Community School District, hereinafter called the "School District," in the penal
sum of _____ Dollars
(\$ _____), in lawful money of the United States, for the payment of which sum will and
truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,
firmly, by these presents. The condition of this obligation is such that whereas the Principal has submitted
the accompanying Bid, dated _____ for the project

Monroe Elementary – Boiler Replacement

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein
after the opening of the same, or, if no period be specified, within forty-five (45) days after said opening, and
shall, within the period specified therefore, or, if no period be specified, within seven (7) days after the
prescribed forms are presented for signature, enter into a written Contract with the School District, in
accordance with the bid, as accepted, and give bond with good and sufficient Surety or Sureties, as may be
required for the faithful performance and proper fulfillment of such Contract, then the above obligation shall
be void and of no effect, otherwise to remain in full force and virtue.

By virtue of statutory authority, the full amount of this Bid Bond shall be forfeited to the School
District in liquidation of damages sustained in the event that the afore described bidder, Principal, fails to
execute the Contract and provide the bond as provided in the Specifications or by law.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this the
name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the
undersigned representatives pursuant to authority of the governing bodies.

(date) _____
Principal

By: _____

(date) _____
Surety

By: _____

(Attach Power of Attorney of agent executing Bond)
END OF DOCUMENT

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT**

The Contractor and/or the sub-contractors, as applicable, shall provide this affidavit:

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH QUOTE.

State of Iowa)
) ss.
County of Polk)

_____ being first duly sworn, deposes and says that he or she
(Name)

is _____ of _____,
(Title) (Contractor)

the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereto to effectuate a collusive or sham bid."

The undersigned certifies under penalty of perjury that the foregoing is true and correct;

THIS STATEMENT MUST BE NOTARIZED.

NAME OF CONTRACTOR: _____

BY: _____
Signature Title

Type/Print Name Date

STATE OF _____, _____ COUNTY, ss:

Subscribed and sworn to before me by the said _____ on this
day of _____, 2014.

Notary Public in and for the State of _____

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT
TSB FORM**

If bidder is awarded the contract for this project, the bidder proposes for owner approval the award of a subcontract to the following certified Iowa TSB's:

(if more room is needed, supply same information on second sheet and attach to this form)

1. _____
TSB Company Name Address

_____ \$ _____

Description of Work Dollar Amount

2. _____
TSB Company Name Address

_____ \$ _____
Description of Work Dollar Amount

3. _____
TSB Company Name Address

_____ \$ _____
Description of Work Dollar Amount

Bidder's Company Name Telephone No.

Address City State Zip

Signature (Same person who signs proposal) Title

Type/Print Name Date

THIS STATEMENT MUST BE NOTARIZED.

STATE OF _____, _____ COUNTY, ss:

Subscribed and sworn to before me by the said _____ on this
day of _____, 201_.

Notary Public in and for the State of _____

Bidders to supply all the following information

Bidder is _____ / is not _____ a certified Iowa Targeted Small Business, (TSB).

MONROE ELEMENTARY – BOILER REPLACEMENT

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of vendor/supplier/contractor/sub-contractor]
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: _____

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

(This Bond is issued simultaneously with a Performance Bond in favor of the Owner conditioned on the full and timely performance of the Contract.)

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal (the “Principal”), and
_____, a corporation
organized and existing under the laws of the State of _____, and authorized to transact business
in the State of Iowa, as Surety (the “Surety”), jointly and severally bind themselves, their heirs, personal
representatives, successors, and assigns, to the DES MOINES INDEPENDENT COMMUNITY SCHOOL
DISTRICT, 901 Walnut Street, Des Moines, Iowa 50309, as Obligee (the “Owner”), for the use and benefit of
it and the claimants as defined below, in the principal amount of
_____ (\$ _____) as
adjusted by approved change orders (not to exceed 10 percent of the principal amount of this Bond unless
expressly approved by the Surety, which approval shall not be unreasonably withheld) and interest as provided
by law, for the payment of all amounts which become due under the Contract described below.

The Principal and the Owner have entered into a written Construction Agreement dated
_____, 2014, together with related “Contract Documents” as defined therein
(all of which are collectively referred to as the “Contract” and incorporated herein by this reference), for the
following Project:

MONROE ELEMENTARY – BOILER REPLACEMENT

The condition of this obligation is such that, if the Principal shall at all times promptly make payment
of all amounts, claims, or demands lawfully due to all persons, firms, associations, or corporations supplying
or furnishing to the Principal or its subcontractors labor or materials, supplies, or equipment which are used,
provided, or performed in the prosecution of the work provided for in the Contract and any and all duly
authorized modifications of the Contract that may hereafter be made, then this obligation shall be null and
void; otherwise, the Surety shall pay the full value of all such claims or demands and shall indemnify and hold
the Owner harmless from all payments which the Owner may be required to make under the Contract or
applicable law in excess of the Contract price not exceeding the amount of this obligation, together with
interest as provided by law, as well as attorneys’ fees and costs incurred by the Owner in the resolution of any
claim. All such subcontractors, laborers, and materialmen shall have rights under the within Bond as are set
forth in the statutes and laws of the State of Iowa.

Further, each and every claimant, who institutes a lawsuit for compensation or payment under the
terms payment under the terms hereof, as part of any court award, shall be entitled to reasonable attorneys’
fees and costs.

The undersigned Surety for value received hereby agrees that no extension of time, change in, addition
to, or other modification of the terms of the Contract or work to be performed thereunder, or of the

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT
MONROE ELEMENTARY – BOILER REPLACEMENT**

**PAYMENT BOND
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specifications, or of the Contract Documents, shall in any way affect its obligation on this Bond and the Surety hereby waives notice of any such extension of time, change, addition, or modification.

Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

IN WITNESS WHEREOF, said Principal and Surety have executed this Bond, this _____ day of _____, 20____.

ATTEST:

Principal

By: _____

Address: _____

(SEAL)

ATTEST:

(Surety)

By: _____

Address: _____

(SEAL)

Claims Telephone Number: _____

Claims Fax Number: _____

The fully executed Bond form must be accompanied by a current Power of Attorney.

END OF DOCUMENT

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS

That _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the State of _____, and authorized to transact business in the State of Iowa, as Surety (the "Surety"), jointly and severally, bind themselves, their heirs, personal representatives, successors, and assigns to the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT, 901 Walnut Street, Des Moines, Iowa 50309, as Obligee (the "Owner"), in the principal amount of

_____ (\$ _____) as adjusted by approved change orders (not to exceed 10 percent of the principal amount of this Bond unless expressly approved by the Surety, which approval shall not be unreasonably withheld) and interest as provided by law (collectively referred to herein as the "Penal Sum"), for the performance of the Construction Agreement between the Principal and the Owner, dated _____, 2014, for the following (Project)

MONROE ELEMENTARY – BOILER REPLACEMENT

together with the obligations of the Contract Documents, as defined in the Construction Agreement, all of which documents are collectively referred to herein as the "Contract" and are incorporated by this reference.

The condition of this obligation is such that, if the Principal shall at all times duly, promptly, and properly perform all the terms and conditions of the Contract and any authorized modifications thereof during the original term of the Contract, any extensions thereof that may be granted by the Owner, and during the term of any guarantee or warranty required under the Contract, the Principal and Surety shall have no obligation under this Bond, otherwise it shall remain in full force and effect.

The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms of the Contract or work to be performed thereunder, or any other forbearance on the part of either the Owner or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration, or forbearance.

Whenever the Owner terminates the Contract in accordance with the terms thereof, the Surety shall, within fifteen (15) calendar days after written notice of such termination, notify the Owner in writing of its election to complete the Contract in accordance with its terms, or notify the Owner that the Surety elects not to complete the Contract. If the Surety fails to give the written notice so required within such fifteen (15) calendar day period, then it will be deemed to have elected not to complete the Contract. Should the Surety elect to complete the Contract, then it shall, within fifteen (15) additional calendar days following written notice of such election, obtain a contractor, subject to approval by the Owner in writing, to complete the original Contract in accordance with its terms and conditions and thereafter proceed with the work with due diligence and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The Surety may not engage the Principal to complete the Contract, without the prior written consent of

the Owner, which consent may be withheld in the Owner's sole discretion. If the Surety elects to complete the Contract, then it shall be entitled to receive the balance of the Contract price, less (i) any amounts paid by the Owner to the Principal; (ii) costs incurred by the Owner in correcting any defective work; (iii) any additional legal, design professional, and other costs incurred by the Owner resulting from the Principal's default; and (iv) liquidated damages caused by delayed performance or nonperformance of the Principal. Any progress payments, less retainage, due but not paid at the date of termination shall be paid to the Surety so long as the Surety has agreed to indemnify the Owner for the amount thereof and no other claims have been made to such funds by subcontractors or suppliers in accordance with the Contract or applicable law.

In the event the Surety elects not to complete the Contract, the Owner may then have the work completed by such means and in such manner, by contract with or without public bidding, or otherwise, as it may deem advisable. The Surety in such event shall at all times make available, as work progresses under the Contract between the Owner and its new contractor, sufficient funds, not to exceed the Penal Sum, to pay the cost of the completion of the Contract pursuant to its terms, together with the other amounts set forth in (i) through (iv) above, but in no event shall the Surety be responsible for the payment of any sums to the Owner until the Owner has paid in full its total obligation under the terms of the original Contract, plus change orders, less deductions and claims chargeable by law or by the Contract, if any, and less the retainage which will be disbursed as provided by the Contract Documents and applicable law.

The procedures set forth herein shall apply should there be a default and termination or a succession of defaults and terminations in fulfilling the terms and conditions of the work under the original Contract.

In the event there are negotiations between the Principal and/or the Surety and the Owner subsequent to the date of termination, each party shall appoint an authorized representative with authority to represent it during the negotiations. All written communications and official discussions between the parties shall be conducted by these authorized representatives. Any notice which any party desires or is required to provide another shall be in writing and shall be effective upon receipt when delivered or transmitted by personal delivery, certified (return receipt) mail, or express mail service to the addresses set forth herein.

Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is located and shall be instituted before the expiration of three (3) years from the date on which final payment under the contract is made; provided, however, that this period may be extended by one (1) additional year by the Owner's giving written notice to the Surety within the three (3) year period of a potential claim. Any judgment recovered hereunder by the Owner shall include interest at the legal rate, together with reasonable attorneys' fees and costs.

**DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT
MONROE ELEMENTARY – BOILER REPLACEMENT**

No right action shall accrue under this Bond to or for the use of any person or entity other than the Owner or its successors and assigns.

IN WITNESS WHEREOF, the Principal and Surety have signed this Performance Bond as of the _____ day of _____, 201__.

ATTEST:

Principal

(SEAL)

By: _____
Address: _____

ATTEST:

(Surety)

(SEAL)

By: _____
Address _____

Claims Telephone Number: _____
Claims Fax Number: _____

The fully executed bond form must be accompanied by a current Power of Attorney.

END OF DOCUMENT