



Des Moines Public Schools
Request for Proposal
RFP 6992
Boiler & Cooling Tower Water
Treatment Services

NOTICE TO BIDDERS

Des Moines Public Schools (District) is accepting sealed Proposals from qualified firms that can provide complete Water Treatment Services for all heating water systems, all cooling towers, and all chilled water systems at facilities owned and operated by the District. Proposals will be received by the District's purchasing agent 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 June 3, 2014. Bidders are requested to submit a signed original and one electronic copy of all submittals. Proposals shall be delivered in person, by courier service or the US Mail. Faxed or emailed Proposals will not be considered. Inquiries regarding interpretation of this request and other questions shall be addressed to Brett Perman via email: brett.perman@dmschools.org.

Calendar of Events

Issuance Date	04/23/2014	
Mandatory Informational Meeting	04/30/2014	1:00 p.m. @ 1917 Dean Ave, Des Moines
Inquiries Deadline	05/23/2014	2:00 p.m.
District Response to Inquiries	05/28/2014	
Proposal Due Date	06/03/2014	2:00 p.m.
Committee Review & Evaluation	06/04/2014	
Submitted for Board Approval	06/17/2014	
Anticipated Award	06/18/2014	
Services Initiated	07/01/2014	

The complete proposal document can be found on the District's website:

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

RFP 6992 Boiler & Cooling Tower Water Treatment Services

TABLE OF CONTENTS

I.	Introduction	Page 4
II.	Background	Page 4
III.	Term of Contract	Page 4
IV.	General Terms and Conditions	
	A. General	Page 4
	B. Clarifications and Modifications	Page 5
	C. Pricing	Page 5
	D. Bid Preparations and Submission	Page 6
	E. Conflicts of Interest	Page 7
	F. Modification or Withdrawals of Bid Proposal	Page 7
	G. Evaluation of Bid Proposals	Page 7
	H. Selection Process	Page 8
	I. Award of Contract	Page 9
	J. Termination or Cancellation	Page 12
	K. Severability	Page 12
	L. Bribery, Corruption and Gifts	Page 12
	M. Disclosure of Content Information	Page 13
	N. Disposition of Information Packets	Page 13
	O. Audit or Examination of Contract	Page 13
	P. Copyright	Page 13
	Q. Release of Claims	Page 13
V.	Statement of Services	Page 14
VI.	Technical Specifications	Page 16

RFP 6992 Boiler & Cooling Tower Water Treatment Services

VII.	Proposal Content	
	A. Letter of Transmittal	Page 19
	B. Organization Overview and Background	Page 19
	C. Representative Experience	Page 19
	D. References	Page 19
	E. Service Level and Response Time	Page 19
	F. Quality	Page 19
	G. Program Administration	Page 20
	H. Subcontractors	Page 20
	I. Drum Handling and Disposal	Page 20
	J. Training	Page 20
	K. Health and Safety	Page 20
	L. Troubleshooting Capabilities	Page 20
	M. Microbiological Testing	Page 20
	N. Quality/Purity	Page 21
	O. Equipment Inspection	Page 21
	P. Shop Drawings	Page 21
	Q. Pricing	Page 21
VIII.	Acknowledgement & Certification	Page 22
IX.	Form of Proposal Signature Page	Page 23
X.	Appendix A – Boiler Worksheet	
	Appendix B – Loop Systems	
	Appendix C – Boilers & Towers	
	Appendix D – Current Manuals	

RFP 6992 Boiler & Cooling Tower Water Treatment Services

I. INTRODUCTION

Des Moines Public Schools (District) seeks Proposals from firms that can provide a complete service-oriented water treatment program. The water treatment program will cover all heating water systems, all cooling towers, and all chilled water systems. In addition, the water treatment program will include all products, any required equipment (and installation), and professional consulting services to accomplish District goals.

II. BACKGROUND

The District is located in Des Moines, Iowa, the capital city of the state and employs approximately 5,000 teachers and staff. The District has over sixty (60) sites which include K-12 education, special education, operations and administration offices. The District educates approximately 32,000 students annually and has provided education services for more than 100 years.

III. TERM OF CONTRACT

The selected Bidder shall provide services for the period July 1, 2014 through June 30, 2016. The services of the selected Bidder may be retained for up to three (3) additional periods of twelve (12) months each, at the discretion of the District. Each renewal's pricing structure will be negotiated prior to the termination of the previous contract period.

IV. GENERAL TERMS AND CONDITIONS

A. General

- 1) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services, materials and equipment as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder.
- 2.) The terms and conditions of the RFP, and the resulting award, contract(s), or activities based upon this RFP shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
- 3.) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions, and specifications of this Bid; no matter how slight. If variations are not stated in the Bidder's Proposal, it shall be construed that the Bidder's Proposal fully complies with all conditions identified in this bid.
- 4.) Bidders are advised that the District endorses the participation and utilization of local contractors in its purchasing effort. Accordingly, Bid Proposals of equal price and quality will be awarded to Bidders residing within the geographic area when available. This policy does not prohibit Bidders who reside outside of the area from participating in the purchasing process as long as these Bidders can offer quality products and services at competitive pricing.

B. Clarification and Modifications

- 1.) Where there appears to be variances or conflicts between the General Terms and Conditions and the Statement of Services outlined in this Bid solicitation, the Statement of Services shall prevail.
- 2.) The apparent silence or omissions within this Bid solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only workmanship of first quality is to be used.
- 3.) If any Bidder contemplating submitting a Proposal under this solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written request for clarification to the District's Purchasing Agent by the date designated in the Calendar of Events by email @: brett.perman@dmschools.org. Inquiries shall be submitted no later than 2:00 p.m. on May 23, 2014.
- 4.) The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District. A list of all inquiries and responses will be posted online by May 28, 2014.
- 5.) The District shall issue a written addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of the addenda will be posted online at our website: <http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing>. The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with their Proposal. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

- 1.) If the Bidder is awarded a contract under this Bid solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and for the period from July 1, 2014 through June 30, 2016.

Product prices must be F.O.B. destination, freight prepaid. Prices quoted will be considered to include all charges for transportation, pallets, containers, etc., necessary to complete delivery on an F.O.B. destination basis. **All chemical and drum handling is to be done by delivery drivers/crew and NOT by District personnel.**

Pricing for any subsequent renewal periods will be negotiated prior to the termination of the previous contract period.

- 2.) Bidders will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request
- 3.) The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid Proposal for the same items, or with the District. The Bidder also certifies their Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

D. Bid Preparation and Submission

- 1.) This document is an RFP. It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The Proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the District.
- 2.) The Proposal must be typed or legibly printed in ink in a format generally developed to coincide with the information in the Proposal Content Section of this RFP.
- 3.) Bid Proposals must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the Proposal, it shall be considered a non-responsive offer and shall not be considered.
- 4.) Proposals should be as thorough and detailed as possible so that the District may properly evaluate the Bidder's capabilities to provide the required services.
- 5.) Unit prices shall be provided by the Bidder on their Proposal. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 6.) The Bidder must include all information and supplemental documentation required in conjunction with this Proposal. If the Bidder fails to supply any required information or documents, its Proposal may be considered non-responsive and may not be considered.
- 7.) The accuracy of the Bid Proposal is the sole responsibility of the Bidder. Bidder will not be allowed to make changes to their Proposal after the date and time of the Bid opening due to error by the Bidder.
- 8.) Information packages should not contain promotional or display materials. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the Request for Proposal must be answered clearly and concisely.
- 9.) This solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and / or submission of Proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such services.
- 10.) The District reserves the right to waive any and all formalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder.
- 11.) To facilitate the evaluation of Bidder's Proposal, Bidder is to number all pages of its Proposal and provide the information requested within the Proposal Content Section (VII) of this RFP.

RFP 6992 Boiler & Cooling Tower Water Treatment Services

E. Conflicts of Interest

- 1.) It shall be understood and agreed that Bid Proposals submitted are offered independently of any other Proposals.
- 2.) In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a Proposal for this solicitation.
- 3.) 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 including a school district employee 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.

F. Modifications or Withdrawals of Bid Proposal

- 1.) Bids may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Bid opening. Each modification submitted to the District's Purchasing Office must have the Bidder's name and return address and the applicable Proposal number and title of the bid clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification. All requests for bid modifications must be signed by a duly authorized agent of the submitting company
- 2.) Bids may be withdrawn prior to the time and date set for the Bid openings. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.
- 3.) A Bidder may NOT withdraw a Bid for forty-five (45) days after the scheduled time set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding forty-five (45) calendar days.

G. Evaluation of Bid Proposal

- 1) The District reserves the right to reject any and/or all bid Proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the best interests of the District.
- 2) The District reserves the right to reject Proposals or parts thereof for the following reasons:
 - a. The Bidder misstates or conceals any material fact in their Proposal.
 - b. The Bidder's Proposal does not strictly conform to the law or requirements of the RFP.
 - c. The Bid Proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the Bid Proposal in conjunction with the General Terms and Condition or the Statement of Services.
 - d. The Bid has not been properly executed by signature of an authorized representative of the Bidder.
- 3) A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

RFP 6992 Boiler & Cooling Tower Water Treatment Services

- 4) A Proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully any previous contract with the District, state or federal governmental agency for a minimum period of one (1) year after the previous contract was terminated for cause.
- 5) A Proposal may be rejected if the Bidder is currently under suspension or debarment by any local, state or federal government, and if the Bidder cannot so certify, then it shall submit along with the Proposal a written explanation of why it cannot make such certification.
- 6) A Proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the bid opens.
- 7) The award will be made to the Bidder that best meets the needs of the District based upon District's evaluation, not necessarily the lowest cost proposal.
- 8) The District reserves the right to:
 - a. Reject any and all Bid Proposals submitted by prospective Bidders.
 - b. Re-advertise this solicitation
 - c. Postpone or cancel the Bid process for this solicitation
 - d. Determine the criteria and process whereby Proposals are evaluated and awarded.

H. Selection Process

- 1.) The following criteria may be used to assist in selecting the successful contractor:
 - a. **Completeness:** Each response will be reviewed prior to the selection process for completeness and adherence to format.
 - b. **Evaluation Process:** The District will rely on its staff to formally evaluate each complete Proposal. The evaluation process will objectively review the Proposal on its merit and responsiveness. The District will evaluate factors that may include: professional qualifications; specialized experience and technical competence; the ability to adequately provide required staff and services; references from previous or current clients of comparable size to the District; the ability to meet or exceed the specifications and standards of the RFP; and pricing.
- 2.) The District reserves the right to select the successful contractor based upon the original response along with whatever other evaluation methodology the District chooses to pursue, in accordance with the District policy.
- 3.) Preliminary evaluations will be performed by the District's Purchasing and Facilities departments to determine if all the mandatory requirements have been met. Failure to meet the mandatory requirements may result in the Proposal being rejected.
- 4.) Oral and site visits maybe required to clarify Proposals, if deemed in the best interest of the District. The District will make every attempt to work with the selected Bidders to schedule a date and time for each presentation agreeable to the Bidder(s). Failure to accept the District's invitation for a presentation may be grounds to reject the Bidder's Proposal.

I. Award of Contract

- 1.) The Board of Directors for the District may award a contract and/or a Purchase Order(s) to the successful Bidder. 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 successful Bidder.
- 2.) The District shall select the Bidder which, in its opinion, has made the best Proposal (not necessarily the lowest cost provider), and shall award the contract or Purchase Order to that Bidder.
- 3.) It is the intent of the District to engage a single provider.
- 4.) It is the intention of the District to determine contract award(s) no later than June 17, 2014.
- 5.) Insurance Requirements: Successful Bidder shall submit to the District certificates of insurance, prior to beginning work under this Proposal and no later than ten (10) days after award.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District..

Successful Bidder must provide evidence of insurance coverage for general liability and product liability. These coverage shall be written with a limit not less than \$1 million for any one claim, with an aggregate not less than \$2 million for all claims in a policy period.

The successful Bidder must guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities and other services for other clients.

Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

<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 Each Occurrence \$2,000,000 General Aggregate
Product Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Umbrella/Excess Liability	Discretionary

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Successful Bidder.

RFP 6992 Boiler & Cooling Tower Water Treatment Services

- 6.) Indemnification: The successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from the negligent or willful unauthorized disclosure of any confidential information on the part of the Successful Bidder, its subcontractors, agents or employees under or in connection with this contract. The successful Bidder shall, upon written demand by the District, assume and defend, at the successful Bidder's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information. Any negligent or willful unauthorized disclosure of confidential information on the part of the successful Bidder, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. The District may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and successful Bidder shall hold harmless and indemnify the District for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

The successful Bidder 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 successful Bidder or any of its agents, employees, or representatives. The indemnity applies to either active and passive acts or other conduct.

7.) Award Requirements

- a. Successful Bidders 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 including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.
- b. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.
- c. All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The Successful Bidder shall supply competent and physically capable employees in a number that is consistent with the bid requirements. Where required, employees shall be licensed and accredited. The District may require the Successful Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Successful Bidder shall be permitted to use these substances when performing work on District property. The Successful Bidder shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.

RFP 6992 Boiler & Cooling Tower Water Treatment Services

- d. The Bidder will be responsible for the cost of all the equipment, accessories, labor, materials and / or services necessary to perform the service as detailed in the Statement of Services.
- e. Award of this contract will be based on an item-by-item basis, group basis, or an aggregate basis; whichever method is most beneficial to the District. The method of award will be determined after bid Proposals have been received and opened by the District and shall be primarily determined on the basis of the selection criteria detailed earlier.
- f. The names of all subcontractors known, or contemplated, shall be listed. The District must approve all subcontracts.

8.) Payment

- a. To be eligible for payment, all labor, equipment and materials covered under Successful Bidders' invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty-five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.

Any amounts due the District under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

- b. Successful Bidder shall submit to the District all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified in the executed District purchase order awarding this contract or any subsequent change orders issued by the Facilities Department. All shipping costs are the Bidder's responsibility. Successful Bidders invoices shall provide at a minimum:

Type and description of the product or service installed, delivered and accepted.

Quantity delivered

Charge for each item

Extended total (unit costs x quantity)

This RFP number and / or the DMPS Work Order number

- c. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net forty-five (45) calendar days or greater.
- d. Special Educational or Promotional Discounts:

Successful Bidder shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

J. Termination or Cancellation

- 1.) In order to protect the vested interests the District, and to ensure the efficient utilization of dollars, successful Bidders shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Statement of Services. With respect to these obligations, the District will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the District's justification for placing the Bidder's contract on probation status or termination.
- 2.) In the event that the successful Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract.
- 3.) In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement is subject to arbitration.
- 4.) With the mutual agreement of both the Bidder and the District, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.
- 5.) 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' 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.
- 6.) In the event the filing of a Petition in Bankruptcy by or against the successful Bidder, the District shall have the right to terminate the contract by providing fifteen days' notice of its intentions to terminate.
- 7.) If funds anticipated for these services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 10 days written notice documenting the lack of funding.

K. Severability

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

L. 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.

M. Disclosure of Information Content

The laws of Iowa (Chapter 22) 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 a Bidder as public information. Bidders are encouraged to familiarize themselves with chapter 22 of the Iowa code before submitting a Bid. If the Bidder considers requested information to be confidential, then the Bidder has the option to withhold requested information and note “confidential” on the applicable form as the reason. The Bidder acknowledges, however, that withholding requested information may impact the evaluation and selection processes.

N. Disposition of Information Packages

All Bids become the property of the District and shall not be returned to the Bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.

O. 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.

P. Copyrights

By submitting a Bid, the Bidder agrees that the District may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

Q. Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District’s failure to provide the Bidder with pertinent information as intended by this request for bid.

V. STATEMENT OF SERVICES

Des Moines Public Schools (District) seeks Proposals from firms that can provide a complete service-oriented water treatment program. The water treatment program will cover all heating water systems, all cooling towers, and all chilled water systems. In addition, the water treatment program will include all products, any required equipment (and installation), and professional consulting services to accomplish the following:

- Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling and microbiological growth which create deposits on heat transfer surfaces.
- Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling or microbiological activity.
- Provide professional, knowledgeable and involved sales/service personnel to ensure program success.
- Accurately monitor program results and communicate appropriate recommendations with quantifiable business oriented justifications.
- Thoroughly train DMPS personnel on the implementation and control of the program.
- Provide competitive water treatment program costs.
- Provide scale and corrosion protection for condenser water systems (including towers), chillers and chilled water systems, and closed hot water loops (including hot water boilers) while maximizing efficiency and performance.

Services likely to be required will generally consist of the following:

FEED AND CONTROL EQUIPMENT

The vendor will need to review existing feed and/or control equipment in place. It shall be noted in the proposal if the vendor is unable to use current equipment. The vendor will be responsible for all installation of needed equipment. The vendor will have the capability to supply DMPS with any feed or control equipment which is required to assure reliable operation of DMPS hot water boilers, chillers, cooling towers and closed heating/cooling systems. The vendor will review the benefits of installing this equipment and discuss any savings DMPS may realize as a result. The vendor will maintain all equipment and provide 24 hour service when needed.

Vendor shall provide and install all special controls, wiring and electrical devices required.

All feed rates and feed points will be specified by the vendors.

VENDOR'S COMMITMENT

Vendor's program and his/her consulting services are to produce clean heat transfer surfaces which are free of scale, sludge, deposits, corrosion, pitting and biological growth when treatment is administered in accordance with vendor's directions and recommendations. Vendor will attend quarterly management reviews to discuss program direction and effectiveness. Part of these discussions should be to look for further energy and cost reduction strategies.

IDLE SYSTEMS

Vendor representative shall be responsible for recommending treatment dosages and methods for protecting idle systems such as the laying up of hot water boilers during the summer months and the laying up of air conditioning systems during winter months.

COOLING TOWER INSPECTIONS

The representatives shall inspect all contracted cooling towers to examine for biological growth, foam, sludge, cooling tower deterioration etc. a minimum of once every thirty (30) days.

EQUIPMENT INSPECTIONS

Vendor's representatives shall inspect DMPS contracted equipment annually, when it is open for inspection or at other unscheduled openings. Photographs of equipment internals must be taken and an ongoing record with photographs must be kept.

SPECIAL STUDIES

Vendor shall conduct corrosion studies in systems at least quarterly to insure program performance. Frequency may be increased as corrosion problems surface. Maximum allowable corrosion rates to be: 2MPY for mild steel and 0.2 MPY for nonferrous metals in all open systems. Closed systems maximum rates to be: 1 MPY for mild steel and 0.1 MPY for nonferrous metals. All copper and/or mild steel coupons shall be supplied by the vendor.

WATER CONSERVATION

The vendor shall maximize cycles of concentration in cooling towers to minimize water consumption. **No acid feed shall be used for cooling tower operation.**

NEW SYSTEM START UPS:

Vendor will work with DMPS and selected contractor in new system start up. Scope of services to include pipe cleaning procedures, treatment, passification and pre-cleaning of system piping. These costs are not to be included due to unknown timing of projects.

TESTING EQUIPMENT AND REAGENTS

The vendor shall furnish a list of all testing equipment and reagents required for proper testing as specified.

The vendor shall include and furnish in the proposal the cost of such equipment and reagents for the contract period.

CLEANING UP

The vendor shall at all times keep building and premises neat and orderly insofar as storage of materials and removal of dirt and debris caused by his/her work.

RFP 6992 Boiler & Cooling Tower Water Treatment Services

EXECUTION

All labor shall be qualified for this type of work and it shall be under the direct supervision of a competent supervisor. All work shall be planned and carried out so as not to interfere with the operation of DMPS.

ACCEPTANCE

After completion of all installation and tests, and, prior to payment, the vendor shall instruct the owner in the operation of the water treatment system.

ANNUAL BUSINESS REVIEW

The vendor must present a yearly review of the treatment program thirty (30) days prior to the expiration of the proposed contract. Vendor's representatives shall, at this time, meet with the designated representatives of DMPS to discuss all treatment programs, their effectiveness and future objectives. Vendor must provide a method of quantitatively evaluating his/her performance.

DELIVERY

Deliveries must be made between the hours of 7:00 a.m. and 2:00 p.m. central standard time on Monday through Friday at the DMPS Operations Center at 1917 Dean Ave. Vendor agrees to make delivery within ten (10) days after receipt of any valid order and within 48 hours for emergency orders.

VI. TECHNICAL SPECIFICATIONS

STANDARDS AND CODES

The vendor certifies that the chemicals/products recommended for the water treatment programs will not endanger the health or safety of the persons handling the material, or damage real or personal property when used in accordance with established written procedures provided by the vendor.

The treatment products/services covered shall include but not be limited to chemicals, water treatment equipment, testing equipment, cooling water systems, heating water systems and closed loop systems.

Before submitting a proposal, the vendor shall make a careful examination of the premises of each site and shall visit with the Director of Facilities, Jamie Wilkerson (515-242-7700 or james.wilkerson@dmschools.org). The vendor shall definitely determine in advance the methods of installing the water treatment equipment and/or apparatus, the means to be provided for getting the equipment into place, and shall make him/herself thoroughly familiar with and assess all conditions of each site.

RFP 6992 Boiler & Cooling Tower Water Treatment Services

DMPS staff will make checks of our water systems to determine the effectiveness of the treatment for algae, fungi, scale, bacteria, etc. to assure trouble free and efficient operation.

DMPS reserves the right to inspect the vendor's facilities at any time with prior notice.

In the event of tower contamination by outside foreign material such as oil, silt, mud, etc., DMPS shall require that a non-foaming, non-ionic dispersant be made available for use on an as-needed basis but not part of the normal routine program.

MATERIAL COMPATIBILITY

The vendor shall assure DMPS that the products used in the water treatment program shall have no detrimental effect on the materials in the equipment being treated when used in accordance with vendor's directions and recommendations.

GOVERNMENT REGULATIONS

All products proposed for use at DMPS shall be acceptable for use in the City of Des Moines and the state of Iowa and must be approved by DMPS. Products used for water treatment must comply with all EPA and DOT requirements, including packaging and labeling.

Provide written documentation that the proposed products, when used as instructed by the vendor or vendor's representative, comply with the discharge requirements of the city of Des Moines and the state of Iowa; and that the vendor will provide assistance to DMPS for required discharge permits or in the event of questions or inquiries by any authority having jurisdiction over discharge limits.

LEGISLATION CHANGES

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this proposal prior to their delivery, it shall be the responsibility of the successful vendor to notify DMPS at once indicating in writing the specific regulation which requires an alteration, and the date this regulation becomes effective. DMPS reserves the right to accept any such alteration, including any price adjustments occasioned thereby.

NON-CONFORMANCE TO CONTRACT CONDITIONS

Any and all items or services may be tested and/or inspected for compliance with specifications. Items or services which are not in compliance with specifications will be rejected and returned at vendor's expense.

HEATING / COOLING SYSTEM TESTING SPECIFICATIONS

Microbiological Studies – Monthly during cooling season
Legionella Studies – Semi Annually
Make up Analysis – Quarterly
Corrosion Coupon Studies – Quarterly
System Pretreatment – annually and as needed
System Sampling & Lab Analysis – Quarterly and as needed
Iron & copper Profiles – annually and as needed
Toxicant Evaluations for Biocide Selection – annually and as needed
Deposit Analysis – annually and as needed
Metallurgical Analysis – annually and as needed
Equipment Inspections – Quarterly and as needed
Tower Studies – annually and as needed
Heat Exchange Coefficient Determinations – annually and as needed

BOILER SYSTEM TESTING SPECIFICATIONS

Feedwater Dissolved Oxygen studies – Quarterly and as needed
Composite Feedwater Sampling – Quarterly and as needed
Calculate % Condensate Returns – Monthly during heating season
System Iron Profiles – Quarterly and as needed
Condensate pH profiles – Quarterly and as needed
Steam Purity testing – annually and as needed
Visual Inspection of Boiler – annually and as needed
Condensate Corrosion Coupon Studies – Quarterly
Make up Analysis – Quarterly
Energy savings Calculations – Quarterly and as needed
System Sampling and Lab Analysis – Quarterly and as needed
Deposit Analysis – Quarterly and as needed
Metallurgical Analysis – annually and as needed
Testing of Off-line wet stored boilers – as needed

VII. PROPOSAL CONTENT

Proposals submitted for evaluation shall include the following elements in the order identified. Proposals shall be limited to 25 single sided pages or less, not including dividing or cover pages, supporting literature, or sample documents requested.

A. Letter of Transmittal

- 1) Acknowledge the understanding and acceptance of the conditions established heretofore within this RFP.
- 2) Identify the principal point of contact for you firm, including mailing address, telephone number, fax number, and e-mail address to whom further correspondence regarding this RFP and your submission should be addressed.

B. Organization Overview and Background

- 1) Provide a brief company background, including date of incorporation and any names under which the company has been registered.
- 2) Identify the office(s) from which staff will be utilized in the execution of the work. Identify the number of staff available in each office and provide a summary of the principal disciplines practiced by each.

C. Representative Experience

- 1) The vendor shall appoint a member of his/her company, plus one authorized alternate, to represent the company in dealings with DMPS. Both representatives shall be full-time employees of the vendor. The representatives shall be familiar with all aspects of water treatment. Only these individuals will represent the vendor regarding services for this proposed contract unless specifically authorized in writing by the Director of Facilities. List name, educational background, years in water treatment industry and years with the vendor for each appointed representative.

D. References

- 1) Vendor shall submit a list of five (5) present customers handled by the representatives listed above. DMPS reserves the right to contact or visit customers so listed. Be sure to include the customer's name, address, contact name and contact phone number.

E. Service Level and Response Time

- 1) Both of the vendor's representatives must live within four (4) hours driving distance of DMPS. A representative shall visit all of the DMPS campuses a minimum of once every thirty (30) days. The representatives must be available for calls on specific problems should they occur. The representatives shall be available to DMPS on a twenty-four (24) hour basis and, under emergency circumstances, should be able and willing to visit the campuses within four (4) hours after being notified. Please indicate compliance with this requirement.

F. Quality

- 1) An organizations' commitment to quality is an indication of their ability to satisfy customer needs. A vendor's dedication to quality means fewer problems and less risk for DMPS. Please provide a summary of your company's Quality Improvement Process. Include an outline of the quality education which your firm's employees receive and how many have received it. Supporting literature or pamphlets may be included if placed at the back of your proposal.

G. Program Administration

- 1) Organization is the key to a well-run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the vendor provide an Administration Notebook, preferably online. At the very least, this notebook must contain an outline of the program, all control test procedures, log sheets, product bulletins, material safety data sheets, feed and control equipment specifications and service reports. Please provide a summary of how your firm administers and manages a water treatment program. Include a sample of your administration notebook and its contents.

H. Subcontractors

- 1) All subcontractors you intend to use and the specific services they will provide along with their license numbers must be listed in your proposal and approved by DMPS in advance.

I. Drum Handling and Disposal

- 1) It will be the responsibility of the awarded vendor to handle and dispose of the chemical drums. Your response must outline your firm's program as to how this is handled.

J. Training

- 1) Please provide a summary of the training your firm can provide to DMPS staff. This training should include how to perform tests and monitor program results, how to work safely with your products, and general training regarding heating and cooling systems. Samples of training materials may be included with your proposal.

K. Health and Safety

- 1) Your firm must provide Material Safety Data Sheets (MSDS) to ensure a safe work environment for DMPS personnel and to comply with all laws concerning the handling of hazardous materials.

L. Troubleshooting Capabilities

- 1) The vendor must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting of DMPS systems. All laboratory services shall be provided by the vendor. The use of independent laboratories is not allowed unless specifically authorized in writing by the Director of Facilities. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis and metallurgical analysis. Include a sample analytical report for each of the above analyses as evidence of your firm's laboratory capabilities or submit sample analytical reports from the lab you intend to use and request authorization to use them.

M. Microbiological Testing

- 1) DMPS is concerned with bacteria control in cooling towers and wishes to ensure good microbiological control without overfeeding biocide. Therefore, we require the vendor to have the capability of quantitatively determining organism levels of a water sample. This test will be used to ensure that a clean system is achieved. Please provide a description and/or procedure of the test you intend to use. At least semiannual legionella testing on cooling towers by CDC certified lab. Maintain chemical treatment in cooling towers to maintain legionella below 10 CFU.

N. Quality/Purity

- 1) To insure that DMPS receives quality products, your firm should be practicing statistical process control or its equivalent in the manufacture of your products. In addition, vendors should have a statistical process control (SPC) program specifically designed for monitoring and controlling heating/cooling systems and cooling towers. Please submit a summary of your firm's capability in these areas along with a sample computer printout of both your manufacturing and your SPC programs. If you do not manufacture the products that you sell, then please so indicate and provide a copy of your reply from the manufacturer for this requested information.

O. Equipment Inspection

- 1) Thorough equipment inspection is important in determining the effectiveness of a water treatment program as well as potential problems for a given system. Therefore, the vendor must have the capability of inspecting DMPS equipment and providing a written report detailing the inspection results. Please provide a copy of a previously conducted equipment inspection.

P. Shop Drawings

- 1) Where the local conditions necessitate an arrangement of materials or equipment different from the existing, the vendor shall submit for review shop drawings showing proposed arrangement. Submittal of above information shall be made in one complete submittal, with all information on all equipment supplied at the time proposal is submitted.

Q. Pricing

- 1) Vendor shall furnish and install a complete and operational water treatment system as described herein. This shall include all items necessary to complete the installation and normally included in similar work whether specifically mentioned in the proposal documents or not. Proposal shall include all necessary water treatment chemicals/devices, testing equipment, testing reagents, feeders, racks, pumps, piping and tubing, piping inserts, electrical service, training and supplier support as required. Vendor shall be responsible for maintaining the equipment used in the water treatment systems. DMPS owns all of the water treatment apparatus currently in place. All work shall be scheduled and performed without interfering with the existing operations except as specified and/or approved in writing by the Director of Facilities. **Product prices must be F.O.B. destination, freight prepaid, and all chemical drum handling is to be done by delivery driver/crew and not DMPS personnel.**
- 2) If recommended products are not compatible with those now present in our systems, then it shall be so noted at the time proposal is submitted. Any extra costs for equipment and equipment installation should be included and detailed in the proposal.
- 3) Clearly outline pricing with as much detail as needed. Pricing may include:
 - 1) An annual fee, broken down by building, to supply the chemicals, testing, analytics, training, equipment, maintenance, etc., as outlined in this RFP.
 - 2) A one-time fee for new equipment purchase and installation (if supplying new equipment with your system, please note if the District must purchase this equipment or if the District is leasing the equipment for the term of the award. If the equipment is leased, note if the lease fee is one-time or annual).
 - 3) Please supply an hourly labor rate for any additional services that may be provided outside of the scope of this RFP.
 - 4) Provide any additional pricing information or details as required.



VIII.

ACKNOWLEDGEMENT & CERTIFICATION

_____ (“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: _____



IX. FORM OF PROPOSAL - Signature Sheet

Complete the information on this page and return with the requested Proposal Content from Section VII:

- A. Letter of Transmittal
- B. Organization Overview and Background
- C. Representative Experience
- D. References
- E. Service Level and Response Time
- F. Quality
- G. Program Administration
- H. Subcontractors
- I. Drum Handling and Disposal
- J. Training
- K. Health and Safety
- L. Troubleshooting Capabilities
- M. Microbiological Testing
- N. Quality/Purity
- O. Equipment Inspection
- P. Shop Drawings
- Q. Pricing

Also include the completed and signed “Acknowledgement & Certification” from Section VIII.

By signing and submitting this proposal, Bidder understands and agrees to the scope of work being presented, unless exceptions are noted on a separate page, signed and dated by the Bidder.

Authorized Representative Signature _____

Representative Name (print) _____

Company Name _____

Street Address _____

City / State/ Zip _____

Title _____ **Date** _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

ALSO SUBJECT TO THE TERMS AND CONDITIONS AS FOUND ON THE DMPS WEBSITE www.dmschools.org . 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 PRODUCTS AND 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.