



Des Moines Independent  
Community School District  
B6517

**HVAC (Heating Ventilation Air Conditioning) Services**

**NOTICE OF BID**

Des Moines Independent Community School District will receive sealed proposals for HVAC maintenance services until 9:00 A.M., on 5/1/2012. They will be received by the District's purchasing agent at his office: 1915 Prospect Road, Suite 103 Des Moines, Iowa 50310.

Bidders are requested to submit a signed Form or Proposal sealed in a separate envelope and clearly marked by the time and date as stipulated on the form.

Inquiries regarding interpretation of this request for bid and other questions shall be addressed to Mark Mattiussi via email: [mark.mattiussi@dmschools.org](mailto:mark.mattiussi@dmschools.org), or fax to 515-242-7550 no later than two weeks prior to the bid due date.

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**I. INTRODUCTION**

The Des Moines Independent Community Schools (District) is soliciting proposals for HVAC services and to perform those services in conjunction with District staff. The District makes no guarantee to the annual demand for such service nor the amount spent on an annual basis. However, historical information indicates the potential annual purchases may exceed: \$450,000.00 with the projects ranging from \$15,000.00 (small) to \$50,000.00 (large).

**II. BACKGROUND**

The District is located in Des Moines, Iowa, and employees approximately 5,000 teachers and staff. The District has over sixty two (62) sites which include K-12 education, special education, operations and administration offices. It provides educational services to approximately 30,000 students annually. In order to maximize the use of funds and to comply with Board, State and Federal requirements the District is seeking proposals for HVAC services for projects undertaken during the course of the fiscal year beginning July 1, 2012 and ending June 30, 2013. The District plans to support its internal trade's staff with vendors who can provide such services to complete projects as directed by the Facility Management Director. The District intends to use this bid for all projects with estimated expenditures below the State's Competitive Quote threshold.

**III. 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 Bid conditions. 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 the requirements of the District or the compensation to the Bidder.
- 2.) The terms and conditions of the bid, the resulting contract(s) or activities based upon this bid 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 encourages the participation and utilization of local vendors in its purchasing effort. Accordingly, Bid Proposals of equal price and quality will be awarded as described in the Awards Section below. 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 are 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 no later than two weeks prior to the bid due date by email @: [mark.mattiussi@dmschools.org](mailto:mark.mattiussi@dmschools.org).
- 4.) The Purchasing Agent for the District will work with an authorized agent of the District to respond to all inquires 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 who are not agents of the District's Purchasing Department.
- 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 mailed or distributed via facsimile transmission to each Bidder receiving the solicitation. The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with their Bid. In the event of 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.
- 6.) All bids must be received by the District's purchasing department by the time and date specified, late bids will be returned unopened to the submitting bidder. It is the bidder's responsibility to ensure the receipt of their bid by the District, by use of certified mail, courier service or personal delivery.

**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 contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the District at any time during the contractual term.
- 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 that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**D. Term of Contract**

The initial contract is effective from July 1, 2012 through June 30, 2013. The District reserves the right to renew the contract, in its sole and absolute discretion, annually for up to four (4) additional years after the original contract period. The renewal's pricing structure will be negotiated prior to the termination of the previous contract period.

**E. Bid Preparation and Submission**

- 1.) The costs of preparation and delivery of the bid are the sole responsibility of the bidder.
- 2.) The Proposal must be typed or legibly printed in ink, on the Form of Proposal supplied; use of erasable ink is not permitted. The authorized agent of the Bidder must initial all corrections made by the Bidder in ink.
- 3.) Bid Proposals must contain a signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the Bid Proposal, it shall be considered a non-responsive offer and shall not be considered.
- 4.) Price proposals shall be sealed in a separate envelope and clearly marked with the bid number on the outside cover, the remaining information is to be sealed in another envelop.
- 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 Bid. If the Bidder fails to supply any required information or documents, its Proposal shall be considered non-responsive and shall 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 unless specifically required in the Statement of Services section. 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 informalities 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 tabs as indicated below, they are also to submit this information in a separate envelop from the Form of Proposal as mentioned above #4.
  - a. **Tab # 1 Cover Letter:** Introduction and general information
  - b. **Tab # 2 Experience:** The completed section from the Statement of Services
  - c. **Tab # 3 References:** The completed section from the Statement of Services
  - d. **Tab # 4 Product/Services:** The completed section from the Statement of Services
  - e. **Tab # 5 Exceptions/Alternatives:** Detail any exception with this request

**F. Conflicts of Interest**

- 1.) It shall be understood and agreed that Bid Proposals submitted by firms are offered independently of any other proposals.
- 2.) In the event that an independent contractor or firm in conjunction with the District developed this bid proposal, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.
- 3.) In the event the District employed consulting services which may ultimately lead to the purchase of other goods or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future
- 4.) 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.

**G. 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.
- 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.

**H. 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 contact any reference to assist in the evaluation of the Bid, to verify information contained in the bid and to discuss the qualifications of the bidder or their subcontractors identified in their bid with the provided references.
- 3.) The District reserves the right to obtain and consider information from other sources concerning a bidder, such as the bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the bidder's financial stability, past or pending litigation, and other publicly available information.
- 4.) The content of a submitted Bid is subject to verification. If the District in its sole discretion determines that the content is in any way misleading or inaccurate, the Bid may be disqualified.

**H. Evaluation of Bid Proposal continued**

- 5.) The District reserves the right to contact a bidder after the submission of Bids for the purpose of clarifying any misunderstanding. This contact may include written questions, interviews, site visits, a review of past performance (if the bidder has provided goods and/or services to the District or any other public entity wherever located), or requests for corrective pages in the Bidder's submission. The District will not consider information received if the information materially alters the content of the Bid Proposal or alters the type of goods and/or services the bidder is offering to the District. An individual authorized to legally bind the bidder shall sign responses to any request for clarification. Responses shall be submitted to the District within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.
- 6.) The District reserves the right to reject any and/or all bid proposals or parts thereof but not limited to the following:
  - a) The Bidder misstates, conceals or misleads the District in any material manner in their Proposal.
  - b) The Bidder's Proposal does not strictly conform to the law or requirements of the bid.
  - 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 Bidder is listed on any state or national Sexual Offenders Register
  - e) The Bid has not been properly executed by signature of an authorized representative of the Bidder or submitted on forms other than those supplied by the District.
- 7.) 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.
- 8.) 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.
- 6.) 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.
- 7.) 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.
- 8.) The award will be made to the bidder that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal.

**H. Evaluation of Bid Proposal continued**

- 9.) 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.

**I. 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 grade the proposal on their merit and responsiveness.
  - c. **Evaluation Criteria:** The District will develop and employ a grading scale when evaluating proposals:
- 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.) If bid proposals result in a tie between Iowa based companies and those outside the state of Iowa, the Iowa based companies would receive a preference. Ties between two or more Iowa based companies would be settled by drawing. Likewise, those companies residing within the Des Moines city limits will receive preference in the result of a tie between Iowa based companies ties between two (2) or more Des Moines based companies will be settled by drawing as well. Awards shall be determined by drawing(s) when responses received are equal in all respects and tied in price, and no preference is in force.

**J. Award of Contract**

- 1.) **Contract:** The Board of Directors for the District shall award a contract 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.) **Insurance:** Successful bidder shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. 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 (30) days prior written notice to the District. *The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the contract period as outlined in this bid request.* Successful bidder must provide evidence of insurance coverage for professional liability insurance to cover all of the areas for which they are submitting a proposal. This professional liability shall be written on claims made from with a retroactive date no later than the date of their proposed contract with the Des Moines Independent Community School District. The coverage shall be written with a limit not less than \$5 million for any one claim, with an aggregate not less than \$5 million for all claims in a policy period. The successful bidder must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities and other services for other clients.



**J. Award of Contract (Continued)**

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 Limit	\$1,000,000 Combined Single
Commercial General Liability, Limit (Including Contractual Liability & Products Completed Operations Coverage)	\$1,000,000 Combined Single
Umbrella/Excess Liability	\$2,000,000

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

- 3.) Indemnification: The successful bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of any confidential information on the part of the Successful bidder, its subcontractors, agents or employees under or in connection with this contract.

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 or passive acts or other conduct.

4.) 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 gender 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.

**J. Award of Contract (Continued)**

4.) Award Requirements continued

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, or whose name appears on any Sexual Offender's registry.

- d. Award of this contract will be based on an item-by-item basis, a 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.
- e. The names of all subcontractors known, or contemplated, shall be listed. The District must approve all subcontracts.

5.) 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 Purchasing Department.
- c) All shipping costs are the Bidder's responsibility, except to the extent such charges are identified in the executed District purchase order or change orders.
- d) Successful Bidders invoices shall provide at a minimum:
  - Type and description of the product or service installed, delivered and accepted;
  - A. Quantity delivered
  - B. Charge for each item
  - C. Extended total (unit costs x quantity)
  - D. This Bid number and / or the DMPS Purchase Order number

**J. Award of Contract (Continued)**

5.) Payment continued

- e) Payment terms offering a "prompt payment discount" of twenty (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.
- f) 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.

6.) Number of awards

The District intends to award the resulting contract to one (1) primary contractor and two secondary contractors. The primary contractor will have the right to first refusal of any resulting project; however, they must be able to meet the District required time schedule, if they cannot, the Facility Management Director may select from the two (2) secondary contractors. Work accepted by the primary contractor which does not meet the scheduled completion dates may be cause for the Facility Management Director to remove the primary contractor status of the initial Awardee and designate another contractor with the primary status.

7.) Length of contract

The contract period shall be for one (1) year and be renewable for an additional four (4) one periods for a possible total length of five (5) years. A resulting contract may be terminated at any time without penalty by the District for its convenience upon a thirty (30) day written notice. (See section K for more details)

**K. 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 contractor and the District, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.

**K. Termination or Cancellation continued**

- 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 (30) day 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 (15) 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 ten (10) days written notice documenting the lack of funding. In such case, the contract shall become void on the last day of the fiscal year for which appropriations were received, except if an appropriation to cover the cost of the contract becomes available after termination under this clause or becomes available retroactively to the time during which the funds became insufficient, the District agrees to re-enter a contract with the terminating contractor under the same provisions, terms, and conditions as the original contract.

**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 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 may treat all information submitted by a Bidder as public information unless the Bidder properly requests that specific parts of the Bid be treated as confidential at the time of submitting the Bid. The District's release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid. The District will make public records available as required to comply with the public records laws. Any request for confidential treatment of specific information must be included in a transmittal letter with the Contractor's Bid. In addition, the Bidder must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Bidder to respond to any inquiries by the District concerning the confidential status of the materials. Any Bid submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific confidential information shall relieve District personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way accidentally released. Identification of the entire Bid as confidential may be deemed non-responsive and disqualify the Bidder.

**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**

Contractor 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 contractor 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.



#### IV. STATEMENT OF SERVICES

**Cover Letter: (Tab # 1)**

Introduction and general information

**Experience: (Tab # 2)**

*Your response must address the questions below*

Please complete, sign and return the Contractor Qualification Statement found in appendix A

**References: (Tab # 3)**

Please provide three references of public clients which you have provided service to with the same demographics and complexity as the Des Moines Public Schools, please include the contact's name and phone number for each reference. *(Note: The District will also accept reference from large private organizations or company's)*

**Product & Services: Scope of Work (Tab # 4)**

**Overview**

The successful Bidder shall provide the services and goods to the District in accordance with the technical specifications defined in this Section. The Bidder shall specify any exceptions taken to any of the specifications.

**Scope**

To contract Journeyman, Apprentice and laborer level pipe-fitter, plumbers, sheet metal workers, and heating and cooling specialist for various projects located within the District. The projects may range in complexity and the work required will be detailed on an individual project by project basis. The District requires the prices quoted here to be the basis for the cost estimates for the future projects.

**Contract Terms**

The contract period shall be for one (1) year and may be renewable for four additional one-year periods at the end of each fiscal year at the discretion of the District. The renewal's pricing structure will be negotiated prior to the termination of the previous contract period. A resulting contract may be terminated at any time without penalty by the District upon a thirty (30) day written notice.

**Bonding / Performance Requirements**

Surety bonds (performance bonds) for labor and materials are not required for project costing less than \$25,000.00 dollars. However if a project is estimated at or above \$25,000.00 then the awardee must be able to provide a 100% Performance bond, cashiers or certified check in the full amount of the project. Failure to secure appropriate bonding may result in the immediate termination of any resulting contract from this solicitation.

**Prices**

Labor rates shall include all overhead (fixed and variable) as well as profit, as no other costs will be absorbed by the District. Any submittals which do not include overhead and profit in the base hourly labor rate will not be accepted. For bidding purposes, normal working hours are considered to be between 7:30 am to 4:30 pm Monday through Friday.

**Product & Services: (Tab # 4)**

**Prices continued**

Hourly overtime rates are considered to be for work performed after 4:30 pm Monday through Friday, weekends, holidays. Any work performed under the overtime category must be authorized by Facility Management Director. Bidders shall include in their bid submittal, the percentage mark up (to their suppliers invoice) for construction materials they may provide. Bidder agrees to provide (upon District's request) copies of the supplier's invoices for materials furnished. The District reserves the right to furnish materials required in the completion of work under this contract. If the Awardee requires a trip charge it shall be explained (how calculated and applied) on the bid form. Bid prices shall remain firm for the contract period; adjustments may be taken into consideration during the contract renewal process at the end of each fiscal year. The District reserves the right to accept or reject any proposed price changes. Any proposed price change must be submitted to the District sixty (60) days prior to the contract anniversary date. The District further reserves the right not to accept the proposed changes to terminate the contract at the end of the fiscal year, and to rebid the required service.

**Material Inventory**

The awardee shall have sufficient inventory of materials to meet usual and customary commercial needs. The District reserves the right to furnish materials required in the completion of work under this contract.

**Standards**

All labor, parts and materials shall be provided in accordance with the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) and the City of Des Moines building and fire codes. The work performed by the awardee must comply with the current Iowa Occupational Safety and Health Standards (IOSHA). Contractors are required to inform the District's Facility Management Department of any and all IOSHA violations during the term of the contract. The District shall be indemnified and held harmless from any claims or liability arising from any violation caused by the awardee. The awardee will furnish journeyman workers that have a minimum of two (2) years' experience at the journeyman's level. One (1) apprentice can be used for each two (2) journeyman workers assigned. The awardee will be responsible for the workers to report to the work site with all tools and equipment required for the work to be performed. Bidders are to include in their submittal, documentation to validate experience, competency and license, along with three (3) references for similar sized public entities contracts held within the past five (5) years. If requested, the Bidder will furnish to the District documentation of job classification status of each of the Bidder's staff assigned to the District. The District reserves the right, without protest, to reject any worker that in the estimation of the District is not qualified or performing in an acceptable manner.

**Warranty**

Contractors shall warranty all work performed under this contract award for a period of one (1) year from service. If during that one (1) year period of warranty, any part installed or service provided fails or does not function properly due to any fault in material or workmanship than the Awardee shall, under notice of the Facility Management Director (or his designee), promptly proceed to repair or replace the faulty item or service without billing the District any additional expense. If the Awardee fails to repair or replace the faulty item or service within a reasonable time after notice, the District at its own discretion may hire another contractor to repair or replace the faulty item or service and charge the cost to the Awardee.

**Product & Services: (Tab # 4)**

**Agency Discretion**

The District reserves the right to interview the Bidder to determine their ability to perform the required work.

**Response Time**

The Awardee must be radio equipped and have a twenty-four (24) hour emergency telephone number or beeper system at which they can be reached in the event of an emergency. The telephone number or beeper shall not be forwarded to an answering machine or service. The Awardee(s) are required to respond within two (2) hour from notification of an emergency call from the District's Facility Management Director or his designee.

**Awardee's Responsibility**

It is not the intent of this request for bid to describe all existing conditions encountered within the District. Awardee(s) should visit and examine the work site with the Facility Management Director prior to performing work. Failure to visit the site and note all conditions will in no way relieve the Awardee from completing the assigned work. All Awardees are responsible for taking their own field measurements and ascertaining the accuracy of all information relevant to any project. The District will not supply, nor be responsible for the accuracy of measurements and all other related work. At the completion of all work the Awardee must submit a detailed summary of all work performed by all crafts personnel, as well as all parts and materials used. There are areas of the District, i.e. Aviation lab that have stringent security requirements, the Awardee's staff may need to produce a driver's license, or official photo identification including date of birth and business phone in order to gain access to the premises to perform any required work. Finally all work is also subject to the applicable safety standards i.e.: IOSHA, and is subject to inspection by the Facility Management Director or his designee.

**Site Conditions**

All work must be performed in a safe manner. The Awardee shall at its sole expense immediately correct any dangerous condition caused by or is a result of their work. They shall be held solely responsible for any damage to existing structures, grounds, systems, equipment, or parts caused by the Awardee or their employees and shall repair or replace the items mentioned above to its original condition at no cost to the District. If any shutdown of a system is required the Awardee must contact the Facility Management Director prior to the shutdown unless the health or safety of the District students, staff or the Awardee's employees is in eminent danger then the Awardee has the authority to act in a reasonable manner in their area of expertise. The Awardee shall keep the job site clean, and swept on a daily basis or as needed to keep the area clean and safe; they must remove all rubbish, materials and debris from the site on a daily basis. If placarding or signage is required then the Awardee is responsible for the erection, and verbiage posted. Finally any parking costs incurred by the Awardee or their staff are their responsibility.



**Product & Services: (Tab # 4)**

**Proper Conduct**

The Awardee and their staff shall adhere to proper conduct at all times. Proper conduct is meant to include but shall not be limited to:

- 1.) There shall be no weapons, illicit drugs / controlled or banned substances, alcohol on the premises.
- 2.) Tobacco products are not to be used on District premises or in the vehicles of the Awardee or their staff as long as those vehicles are parked in District lots.
- 3.) The Awardee and their subcontractors shall at all times enforce strict discipline and good order among their employees, and shall not allow socializing on the job site after hours or fraternizing with any District staff, students or parents, during school hours.
- 4.) The Awardee shall not allow any of its employees listed on the Sex Offenders Registry to perform any work on District property and shall sign a certificate guaranteeing the District of this condition. It will be the Awardee's responsibility to perform and pay any such background check.
- 5.) The Awardee's staff is responsible to secure the work area at the end of each day by erecting signage and barricades if necessary in order to ensure the safety of District students and staff.
- 6.) The Awardee's staff is to handle themselves in a professional manner at all times while on the District's premises.

**Temporary Utilities**

The Awardee shall have temporary use of electrical power from existing outlets as directed by the Facility Management Director. Awardee shall furnish all connections and extension from these outlets at their own expense.

**Storage of Equipment**

The Awardee shall store all materials, tools and equipment only in area designated by the Facility Management Director, and keep that area clean and clear of combustible materials / waste. Any item(s) stored outdoors shall be stored off the ground on adequate supports, protected with secure tarpaulins and secure from students and staff. Debris, surplus materials, equipment, etc. may need to be removed periodically as directed by the Facility Management Director. No ladder, tools or equipment shall be left unattended. The Awardee is solely responsible for any damage, loss or liability due to theft or vandalism of their materials, tool and equipment.

**Subcontracting**

The use of subcontracting is prohibited unless authorized in writing by the Facility Management Director. If that permission is granted then the following applies:

- 1.) Subcontractors shall hold all the current appropriate licenses, certifications, status (i.e. journeymen, apprentice, etc.) as those required for the Awardees' staff.
- 2.) Awardee is solely responsible for the work, conduct and security requirements for all subcontractor employees, in short the subcontractor's employees will be treated and viewed by the District as sole responsibility of the Awardee and their work is guaranteed by the Awardee.
- 3.) The Awardee will make a good faith effort to utilize certified Targeted Small Business contractors as subcontractors.
- 4.) Awardees cannot make changes in their subcontractors without notification and approval by the Facility Management Director.

**Product & Services: (Tab # 4)**

**Insurance**

The Awardee shall not commence work under this contract until they have obtained all the insurance requirements as detailed in section “J” of the General Terms and Conditions mentioned earlier in this bid requirement.

**Asbestos**

If / when the Awardee encounters suspected areas of asbestos, they must inform the Facility Management Director immediately and cease operations. No work can proceed until the District has the area tested and initiated an approved method of neutralizing or removing the asbestos hazard, as per E.P.A requirements. The Awardee agrees to accept the responsibility to inform their employees of any hazard that exists and to protect all personnel from such a hazard, holding the District (and its personnel) harmless from any claims against them by the Awardee, their employees or affected third parties. The Facility Management Director (or his designee) shall advise the Awardee of any verified asbestos hazards and also indicate areas suspected as possible asbestos hazards. If the Awardee (or their personnel) is required to work in the suspected hazardous area but not in direct contact with the asbestos they will be required to accept responsibility and cost to notify and protect their personnel as if the area is contaminated. The Awardee will not be reimbursed for a reasonable delay in work caused by a detection of an asbestos hazard while performing the work.

**Purchase order**

All work performed under the resulting contract must be initiated by a District purchase order.

**Exceptions: (Tab # 5)**

Please record all exception taken with the terms, conditions or specifications as described in this request. By submitting a Bid, each bidder acknowledges its acceptance of the specifications and the District’s terms and conditions listed on its’ website without change. If a Contractor takes exception to a provision with in this bid document or the District’s Terms and Conditions, it must state the reason for the exception and set forth in its Bid the specific contract language it proposes to include in place of the provision(s). Exceptions that materially change these terms or the requirements of the request for bid may be deemed non-responsive by the District, in its sole discretion, resulting in possible disqualification of the Bid.



**V. FORM OF PROPOSAL**

**No: BXXXX**

**Standard Hourly Rates**

Plumber: Apprentice Hourly Rate \$ \_\_\_\_\_  
 Plumber: Journeyman Hourly Rate \$ \_\_\_\_\_  
 Pipe-Fitter: Apprentice Hourly Rate \$ \_\_\_\_\_  
 Pipe-Fitter: Journeyman Hourly Rate \$ \_\_\_\_\_  
 Sheet metal worker: Apprentice Hourly Rate \$ \_\_\_\_\_  
 Sheet metal worker: Journeyman Hourly Rate \$ \_\_\_\_\_  
 Refrigeration Specialists \$ \_\_\_\_\_  
 Heating Specialists \$ \_\_\_\_\_  
 General Laborer Hourly Rate \$ \_\_\_\_\_

**Material & Supplies mark up over cost** \$ \_\_\_\_\_

**Overtime Rates:**

Plumber: Apprentice \$ \_\_\_\_\_  
 Plumber: Journeyman \$ \_\_\_\_\_  
 Pipe-Fitter: Apprentice \$ \_\_\_\_\_  
 Pipe-Fitter: Journeyman \$ \_\_\_\_\_  
 Sheet metal worker: Apprentice \$ \_\_\_\_\_  
 Sheet metal worker: Journeyman \$ \_\_\_\_\_  
 Refrigeration Specialists \$ \_\_\_\_\_  
 Heating Specialists \$ \_\_\_\_\_  
 General Laborer \$ \_\_\_\_\_

**Trip Charges (rate / mile)** \$ \_\_\_\_\_

Company Name \_\_\_\_\_

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

City / State/ Zip \_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

Representative Name (print) \_\_\_\_\_

Representative Title \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Contact Fax Number \_\_\_\_\_

Contact Email Address \_\_\_\_\_

SUBJECT TO THE TERMS AND CONDITIONS AS FOUND ON THE DMPS WEBSITE. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS FORM OF PROPOSAL THE AUTHORIZED AGENT FOR THE BIDDING COMPANY CERTIFIES THAT THE CONTENTS OF THE BID SUBMITTED FOR THE SERVICES DESCRIBED ARE TRUE AND ACCURATE, THAT THE BIDDER HAS NOT MADE ANY KNOWINGLY FALSE STATEMENTS, THAT THE BID SUBMITTED WAS ISSUED INDEPENDENTLY WITHOUT CONSULTATION, COMMUNICATION OR AGREEMENT WITH ANY DISTRICT EMPLOYEE, OR OTHER CONTRACTOR AND THAT THE INFORMATION HAS NOT KNOWINGLY BEEN DISCLOSED TO ANY OTHER CONTRACTOR OR DISTRICT EMPLOYEE. THE BIDDER FURTHER CERTIFIES NO RELATIONSHIP EXIST OR WILL EXIST DURING THE CONTRACT PERIOD BETWEEN THE BIDDER AND THE DISTRICT THAT WILL INTERFERE WITH FAIR COMPETITION OR AS A CONFLICT OF INTEREST, THAT THE BIDDER OR ANY OF ITS' PRINCIPLES ARE PRESENTLY DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL, STATE OR LOCAL ENTITY WITHIN THE PAST THREE YEARS. LATER DISCLOSURES OF ERRONEOUS OR FALSE INFORMATION GIVEN BY THE AUTHORIZED BIDDING AGENT MAY RESULT IN SUSPENSION, DEBARMENT, OR TERMINATION OF THE CONTRACT AS WELL AS OTHER FORMS OF REMEDIES, INCLUDING THE FILING OF DAMAGES FOR BREACH OF CONTRACT BY THE DISTRICT. BY SIGNING THIS FORM OF PROPOSAL THE BIDDER FURTHER ALLOWS THE DISTRICT TO CONTACT THE REFERENCES PROVIDED, THAT BY PROVIDING THIS INFORMATION, THE BIDDER ASSUMES THE RISK THAT THIS DISCLOSURE MAY RESULT IN THE LOSS OF THE AWARD BASED UPON THE INFORMATION GIVEN TO THE DISTRICT BY THE PROVIDED REFERENCES. THE BIDDER FURTHER RELEASES, AQUITS AND FOREVER DISCHARGES ANY ENTITY, THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY WHATSOEVER REGARDING THE DISSEMINATION OF INFORMATION, DATA, OR OPINIONS GAINED DURING THE REFERRAL AND EVALUATION PROCESS.



**Contractors Qualification Statement**

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

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

Name of Firm: \_\_\_\_\_ Check One \_\_\_\_\_ Corporation

Address: \_\_\_\_\_ Partnership

\_\_\_\_\_ Individual

\_\_\_\_\_ Joint Venture

Phone: \_\_\_\_\_ Other

Fax: \_\_\_\_\_

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

Former names used by your organizations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Corporations:**

Date of incorporation: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

**Individuals / Partnerships:**

Date of organization: \_\_\_\_\_

Names and Addresses of all individuals and partners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Qualified States & Business:**

List the states and categories in which your organization is legally qualified to do business:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_



**Contractors Qualification Statement**

**Assigned Personnel:**

List the names, and brief resumes for the key individuals of your organization who will managerially oversee this account:

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**Insurance:**

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

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**Trade References:**

List the name, address and contact of three trade references:

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**Bank Reference:**

List the name, address and contact of your organizations bank(s):

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**Staff:**

Detail the number of staff employed by your organization along with their accompanying status, i.e. Journeymen, Apprentice, Laborer, etc., include any information regarding certifications or accomplishments as they relate to the required service:

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**Equipment:**

Include an equipment list or detail below your organizations equipment as it relates to the required service:

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**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_