



Des Moines Independent Community
School District
B7566

NOTICE OF BID

Des Moines Independent Community School District will receive sealed Bids for Bus Body Repair Services until 9:00 A.M., on 12/20/16. They will be received by the District's purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.

Bidders are requested to submit a signed Form of Bid 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 Melissa Read via email: melissa.read@dmschools.org or faxed to 515-242-7550 by the end of the day 12/13/16. Responses to all inquiries will be posted by 12/16/16 on the District website

www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-Bids/

Calendar of Events

Bid Request Issued	12/05/16
Inquiry Deadline	12/13/16
Responses Posted	12/16/16
Bids Due	12/20/16
Award	01/05/17

B7566 BUS BODY REPAIR SERVICE

I. INTRODUCTION

The Des Moines Independent Community Schools (District) is soliciting Bids for Bus Body Repair Services. The District makes no guarantee to the annual demand for such service nor the amount spent on an annual basis.

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. The District Transportation Department which includes a full service mechanics shop is located at 1915 Prospect Road. In order to maximize the use of funds and to comply with Board, State and Federal requirements the District is seeking Bids for Bus Body Repair Services, which cannot be performed by the District.

III. SPECIAL TERMS AND CONDITIONS

A. General

- 1) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of work 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. All information regarding this Request for Bid will be posted on the District website @: www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-Bids/
- 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 Bid submission, it shall be construed that the Bid submission 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 submissions 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 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 Scope of Work outlined in this bid, the Scope of Work shall prevail.
- 2.) The apparent silence or omissions within this solicitation regarding a detailed description of the work 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 bid under this solicitation is in doubt as to the true meaning of the requirements, the Bidder must submit a written request for clarification to the District's Purchasing Agent by 12/13/16 via email @: melissa.read@dmschools.org
- 4.) The Purchasing Agent for the District will work with the authorized agent(s) 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 who are not agents of the District's Purchasing Department. A list of all inquiries and responses will be posted online.
- 5.) The District shall issue a written addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of the addenda will be posted online at our website: www.dmschools.org. The Bidder shall certify its acknowledgement of the addendum by signing the addendum and returning it with their Bid. In the event of a conflict with the original contract documents and the addenda, the 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 solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and any subsequent 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.) The Bidder will neither include Federal, State nor applicable local excise or sales taxes in Bid submissions 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 Bid, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid submission for the same work, or with the District. The Bidder also certifies their Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

D. Preparation and Submission

- 1.) The Bid must be typed or legibly printed in ink, on the Form of Bid supplied; use of pencil or erasable ink is not permitted. The authorized agent of the Bidder must initial all corrections made by the Bidder in ink.
- 2.) Bids must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the Bid, it shall be considered a non-responsive offer and shall not be considered.
- 3.) Bids should be as thorough and detailed as possible so that DMPS may properly evaluate the Bidder's capabilities to provide the required products and services.

D. Preparation and Submission

- 4.) Unit prices shall be provided by the Bidder on their Bid submission. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 5.) 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 Bid shall be considered non-responsive and shall not be considered.
- 6.) The accuracy of the Bid submission is the sole responsibility of the Bidder. The Bidder will not be allowed to make changes to their Bid after the date and time of the opening due to error by the Bidder.
- 7.) Information packages should not contain promotional or display materials unless specifically required in The Scope of Work section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the Bid must be answered clearly and concisely.
- 8.) 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 Bids or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.
- 9.) 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.
- 10.) To facilitate the evaluation of all submissions, The Bidder is to number all pages of its submission and provide tabs as indicated below.
 - a. **Tab # 1** Qualification: Complete the Bidder qualification statement
 - b. **Tab # 2** References: Provide references as requested
 - c. **Tab # 3** Form of Bid: Complete and sign the Form of Bid.

E. Conflicts of Interest

- 1.) It shall be understood and agreed that Bids submissions submitted are offered independently of any other Bids.
- 2.) In the event that an independent contractor or firm in conjunction with the District developed this bid, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a Bid for this solicitation.
- 3.) In the event that this Bid request requires consulting services which may ultimately lead to the purchase of other products 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.

F. Modifications or Withdrawals of Bid Submissions

- 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 Bid 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 submission modifications must be signed by a duly authorized agent of the submitting company
- 2.) Bid submissions 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.

G. Evaluation of Bids

- 1.) The District reserves the right to reject any and/or all Bid submissions 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 Bids or parts thereof for the following reasons:
 - a) The Bidder misstates or conceals any material fact in their Bid.
 - b) The Bid submission does not strictly conform to the law or requirements of the bid.
 - c) The Bid submission 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 submission in conjunction with the District's General Terms and Condition or Scope of Work.
 - d) The Bid submission has not been properly executed by signature of an authorized representative of the Bidder.
- 3.) A Bid 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.
- 4.) A Bid 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, local, state or federal governmental agency for a minimum period of one (1) year after the previous contract, was terminated for cause.
- 5.) A Bid 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 Bid a written explanation of why it cannot make such certification.
- 6.) A Bid 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 submission opens.

G. Evaluation of Bids

- 7.) The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria.
- 8.) The District reserves the right to:
 - a) Reject any and all bids 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 Bids are evaluated and awarded.

H. Selection Process

- 1.) The following criteria may be used to assist in selecting the Successful Bidder:
 - 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 Bid. The evaluation process will objectively grade the Bid on their merit and responsiveness. The evaluation criteria will be the sole responsibility of the District.
- 2.) The District reserves the right to select the Successful Bidder 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 department to determine if all the minimum mandatory requirements have been met. Bidders must be able to demonstrate their ability to perform the required work by completing the Company Qualification Statement. Failure to meet the minimum mandatory requirements may result in the Bid being rejected.
- 4.) Site visits may be required by District selected Bidder(s) to clarify Bids. The District will make every attempt to work with the selected Bidder(s) 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 Bid submission.

I. Award of Contract

- 1.) Contract: The initial contract period for this bid will be January 6, 2017 through June 30, 2017. The District reserves the right to renew the contract for an additional 4 years with prices negotiated at the end of the previous year.
- 2.) The District intends to award this request by 1/6/2017. The District retains the sole right to select the Successful Bidder(s) it deems is in its own best interest.
- 3.) At the conclusion of the process the Successful Bidder(s) will be asked to execute a service contract, a sample of which can be found at:
<http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-Bids/>

I. Award of Contract

- 4.) The General Terms and Conditions (see <http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf> for more detail), The Scope of Work, the Bid submission, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the Successful Bidder. The Successful Bidder will be asked to enter into a contract with the District after the Board's approval at the conclusion of the process.
- 5.) The District shall select the Bidder(s) which, in its opinion, has made the best Bid, (*not necessarily the lowest cost provider*) and shall award the contract to that Bidder(s), which is deemed in the best interest of the District. (See Scope of Work for more details)
- 6.) Insurance Requirements: Successful Bidder(s) 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, with an A.M. Best rating of B+ or greater 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.

The District also requires the Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsement (See Exhibit B below). The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this bid. The coverage shall be written with a limit not less than \$1 million for any one claim, with an aggregate not less than \$3 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 or work 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 Combined Single Limit
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.

I. Award of Contract

7.) Indemnification: To the fullest extent permitted by law, the Successful Bidder(s) agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the Successful Bidder(s) pursuant to the provisions of this Agreement. The Successful Bidder(s) obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the Successful Bidder(s), its officers, employees, subcontractors, and others affiliated with the Successful Bidder(s), arising out of or in any way connected or associated with any work and/or activities performed by the Successful Bidder(s) pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District. The Successful Bidder(s) expressly assumes full responsibility for any and all damages to the District Property arising out of or in any way connected or associated with any work and/or activities performed by the Successful Bidder(s) pursuant to the provisions of this Bid including, but not limited to, the activities of the Successful Bidder(s), its officers, employees, subcontractors, and others affiliated with the Successful Bidder(s). The Successful Bidder(s) shall ensure that its activities on the District Premises will be performed and supervised by adequately trained and qualified personnel and the Successful Bidder(s) will observe, and cause its officers, employees, subcontractors and others affiliated with the Bidder to observe all applicable safety rules.

8.) Award Requirements

a. Successful Bidder(s) 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. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50317, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C

I. Award of Contract

8.) Award Requirements

- 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(s) shall supply competent and physically capable employees in a number that is consistent with the service requirements. Where required, employees shall be licensed and accredited. The District may require the Successful Bidder(s) 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(s) shall be permitted to use these substances when performing work on District property.
- d. The Successful Bidder(s) 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.
- e. The Bidder(s) will be responsible for the cost of all the equipment, accessories, labor, and materials in order to the work as detailed in the Scope of Work.
- f. The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

9.) Payment

- a. To be eligible for payment, all labor, equipment and materials covered under Successful Bidder(s) 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.
- b. 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(s) 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.

I. Award of Contract

- c. Successful Bidder(s) 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. All other costs are the Bidder's responsibility, except to the extent such charges are identified in the executed District purchase order or change orders. Successful Bidder(s) 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 bid number and / or the DMPS Purchase Order number
- d. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Bids. All other payment terms shall be net forty-five (45) calendar days or greater.
- e. Special Educational or Promotional Discounts: Successful Bidder(s) 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.
- f. The District plans to pay Successful Bidder(s) using a procurement /virtual credit card, or may make payments by electronic funds transfer and recommends that Successful Bidder(s) accept one of these forms of payment.

I. Termination or Cancellation

- 1.) In order to protect the vested interests, the District, and to ensure the efficient utilization of funds, the Successful Bidder(s) shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Scope of Work. With respect to these obligations, the District will report any non-compliance issues to the Successful Bidder(s) for corrective action. Non-compliance by the Successful Bidder(s) 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(s) defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the products 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 may be subject to arbitration.
- 4.) With the mutual agreement of both the contractor 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.

I. Termination or Cancellation

- 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(s), 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 products or 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 20 days' written notice documenting the lack of funding.

J. 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.

K. 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.

L. 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 will treat all information submitted by a Bidder as public information. The District's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid submission. Bidders are advised that the District does not wish to receive confidential or proprietary information and Bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Identification of the entire Bid submission as confidential will be deemed non-responsive and disqualify the Bid submission. All Bid submissions become the property of the District and will not be returned to the Bidder at the conclusion of the selection process; the contents of all Bid submissions 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.

L. Disclosure of Information Content

Bidder must list those areas of their submission which they are seeking exemptions from this statute below as well as the section in Iowa code that permits this protection. The District in its sole discretion will determine if this request complies with the Iowa code. In the event that a Freedom of Information Act (FOIA) request is made upon the District for information which is marked confidential by the Bidder, the District will communicate immediately with the Bidder and allow them 15 working days to seek an injunction to stop the release of the requested information. The expense for such action shall be the responsibility of the Bidder, the District will not assume any cost for the release of information and will not be held responsible for the release of the information.

The sections listed below represents trade secrets or proprietary information exempt from release by Iowa Code Chapter 22:

<u>Section</u>	<u>Page Number</u>	<u>Iowa Chapter 22 Exemption</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Please use a separate sheet if more exemptions are requested.*

M. Audit or Examination of Contract

Bidder agrees that any authorized auditor, the Office of Auditor of the 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.

N. Copyrights

By submitting a bid, the Bidder agrees that the District may copy the Bid submission 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 submission 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 Bid submission.

O. Release of Claims

By submitting a Bid submission, 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.



Scope of Work

School Bus Body Repair and Painting Detailed Specifications

The Des Moines Independent Community School District is seeking bids for the body work refurbishment and painting of damaged District owned school buses. The District is seeking a firm, fixed hourly rate for service work performed to repair and paint a bus, as well as a fixed discount rate for all required replacement parts. Service and Repair to be completed either on-site or at the Successful Bidder(s) place of business as requested by authorized District representatives.

- Successful Bidder(s) shall be responsible for completing all repairs in accordance with the manufacturer's requirements/specifications and any and all city, state and federal safety regulations. A written estimate for all body repairs must be given in advance to designated District representatives before any work is begun.
- Successful Bidder(s) shall be required to furnish all shop supplies (i.e. greases, lubricants, towels, etc.) to repair the designated vehicle at no additional cost to the District.
- Successful Bidder(s) shall be required to supply OEM replacement parts or the manufacturer's approved equal. Refurbished bus components and structural repairs must meet or exceed all standards and specifications for year model of school bus to be refurbished.
- Successful Bidder(s) facility shall have a secured area for vehicles left after hours.
- Successful Bidder(s) shall have a shop and all equipment necessary for the service and repair work as specified herein.
- Successful Bidder(s) shall provide the designated District representative with a quote before the start of a project. If, after the project starts, additional work is necessary the Successful Bidder(s) shall obtain written approval from the designated District representative before proceeding.
- Successful Bidder(s) shall pick up and deliver all vehicles to be repaired by the bidder at no additional cost to the District. (If the vehicle is inoperable, the Successful Bidder(s) shall be responsible for the towing of the vehicle to the repair facility at no additional cost to the District.)
- Successful Bidder(s) shall be required to pick up vehicle four (4) hours after notification during normal working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Delivery upon completion of approved repair work also to be made during hours stated above.

Repairs will be paid for on an hourly basis for actual time worked. The hourly rate shall include, but not be limited to, travel, manpower, tools, equipment, materials, fuel, mileage, mobilization, demobilization, and any / all other incidental expenses as may arise from this service. No overtime shall be paid under this contract.

B7566 BUS BODY REPAIR SERVICE

Painting

If a bus is to be painted as part of the repair the entire bus is to be thoroughly and professionally prepared for a complete refinish with commercial grade single stage urethane paint with a minimum two-year warranty on paint and labor. The exterior of the bus shall be refinished in federally mandated school bus yellow color with reflective white roof. As required replace and /or restore all exterior/interior lettering, numbering, logos, decals, reflective (3-M FSBY) tape emergency exit markings and placards to full Iowa School Bus specifications. The bus interior / exterior shall be refinished using the following preferences noted below:

- Remove all exterior trim pieces, route placards and equipment prior to painting. Replace all route placards upon completion of painting and body work.
- Remove interior components and accessories to include all seats, radio communication public address, security cameras and safety equipment prior to surface preparation and painting.
- Fill in any imperfection, defects, or holes with premium body filler and sand smooth.
- Apply top quality glaze to the filled area and sand to eliminate all imperfections.
- Prime repaired areas with commercial grade primer.
- Seal all painted surfaces with commercial grade sealer.
- Reinstall all seats with new mounting hardware, all accessories, lights, video equipment and any other equipment removed prior to painting.

Flooring

When repairs require, replace all plywood sub-flooring with 5/8" marine grade plywood. Replace all in floor heater hoses and booster pumps. Replace step treads, center aisle runner and cover sub-floor with a spray in-type liner. Reinstall all seats using new mounting hardware. Smooth all trim pieces to ensure there are no sharp edges that could result in injury to students.

Replacement Parts

Any replacement parts required during repairs on lighting, roof hatches, mirrors, crossing arms, electrical wiring, wind shields, windows or seats will be replaced with only OEM or approved equal parts.

Warranty

Unless specifically requested above, bid should include any expressed warranties for all parts, equipment and labor.



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: _____



Contractors Qualification Statement

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:

Assigned Personnel:

List the names, of those who will be responsible for the management or our fleet's repairs as well as those personnel performing the work to the fleet. Please include their work experience, certifications, educational background, etc. that is pertinent to their ability to perform the necessary repairs.

Insurance: Attach copies of auto body garage insurance certificate, worker's compensation and general commercial liability insurance.

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

Trade References:

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

Bank Reference or D&B Number:

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

B7566 BUS BODY REPAIR SERVICE



References

Provide a listing of at least three (3) references for which the organization has provided similar services within the last five (5) years, and whose complexities are similar to those presented in this Bid on a regional or national level: (Note: References should include districts utilizing the Orton-Gillingham methodology program)

Customer name:
Address:
City / State / Zip:
Contact name:
Contact title:
Telephone:
E-mail address:

Customer name:
Address:
City / State / Zip:
Contact name:
Contact title:
Telephone:
E-mail address:

Customer name:
Address:
City / State / Zip:
Contact name:
Contact title:
Telephone:
E-mail address:

B7566 BUS BODY REPAIR SERVICE



Form of Bid Form

Based upon the Scope of Work as well as the exhibits, please indicate your costs to perform the required services. Your Bid shall clearly state all of the costs associated with the service requested. **No other costs post award will be accepted.**

<u>Description</u>	<u>Cost</u>
Hourly Rate for Service and Repair	\$
Hourly Rate for Painting:	\$
Check Price List Type for Parts	
SRP	
Dealer	
Jobber	
Catalog	
Other	
Percent Discount on Parts	%
Warranty on Service and Labor	
Warranty on Paint	
Warranty on Parts	

Company Name: _____

Street Address _____

City / State/ Zip _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

Authorized Representative Signature _____

Representative Name (print) _____

THIS FORM AND EACH ADDITIONAL FORM OF BID, 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, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL SERVICES AS DEFINED IN THE SCOPE OF WORK 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 ABILIITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS BID, THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE BIDDING ENTITY TO THE PROVISIONS OF THIS BID 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 SUBCONTRACTOR (S) HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.FINALLY, BY SIGNING THIS FORM THE BIDDER UNDERSTANDS AND ACCEPTS THE REQUIREMENTS OF ALL EXHIBITS HEREIN.



Acknowledgment & Certification

Bidder is providing Work to the Des Moines Independent Community School District (“District”) as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The Work provided by the Bidder may involve the presence of the Bidder’s employees upon the real property of the District.

The Bidder 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 District. The Bidder further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District. The Bidder hereby certifies that no one who is an owner, operator or manager of the Bidder has been convicted of a sex offense against a minor. The Bidder further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any Work to the District in accordance with the prohibitions set forth above. The Bidder further certifies that the Bidder has completed a satisfactory background check on the Bidder’s employees. The Bidder hereby agrees to provide the District with the Bidder’s background screening procedures including specific context and infractions that are reviewed by the Bidder. The District reserves the right to, but does not have the obligation to, conduct a District background check on Bidder employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Bidder employee upon the real property of the District if such employee does not clear the District’s background check. The District reserves the right, but does not have the obligation to, to audit the Bidder’s background screening program at any time, whether announced or unannounced. The Bidder hereby agrees that the Bidder shall, upon request, permit an authorized District representative to review background screening records, including those of individual Bidder employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Bidder shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Bidder may engage if such engagement involves their presence upon the real property of the District. The Bidder understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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 request for bid, the person signing on behalf of the Bidder 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 Bidder, but has signed it knowingly and voluntarily.

**Exhibit B
Endorsements**

ADDITIONAL INSURED ENDORSEMENT

Des Moines Public Schools, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

Non-waiver of Governmental Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity: The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

No Other Change in Policy: The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Des Moines Public Schools, Human Resources c/o Cathy McKay, 2323 Grand Ave, Des Moines, Iowa 50312. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Successful Bidder(s) hereby releases the District, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Successful Bidder(s) or anyone claiming through or under the Successful Bidder(s) by way of subrogation or otherwise, for any loss without regard to the fault of the District or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of the contract. The successful Bidder's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Successful Bidder(s) to recover there under.