Des Moines Public Schools
Request for Proposal
RFP7593 Athletic Apparel

NOTICE

DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (the "District") is soliciting proposals for varsity athletic apparel for its five high school athletic programs.

The deadline for the submission of proposals is 03/10/17, at 4:30 p.m. Proposals will be received by the District's purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.All proposals must be clearly marked on the face of a sealed envelope "Proposal for RFP7593 Athletic Apparel."

Proposers are requested to submit a signed original as well as an electronic copy (preferably in a PDF format). Inquiries regarding interpretation of this request and other questions shall be addressed to Mark Mattiussi via email: mark.mattiussi@dmschools.org

Calendar of Events

Issuance date	02/06/17
Inquiries deadline	02/14/17
Due date	03/10/17
Administrative review complete	03/31/17
Interviews *(If necessary)*	04/03/17
Board recommendation	04/10/17
Award notification	04/19/17
Contract completion	05/03/17
Initiate Services	07/01/17

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I. GENERAL

The Des Moines Public School District (District) encourages all prospective providers to examine this request carefully. Qualified providers are requested to submit proposals to provide the products or services described in this request. The District expects the provider of these products and services to be highly experienced, a leader and innovator, and be able to provide comprehensive products and services in the relevant areas. Further, the District requires that those products and services be delivered consistently and be of the highest quality. The District has a large, diverse, and complex school operation that encompasses a number of departments. To properly assist the District, the selected Proposer must have individuals that have extensive experience working with school districts with the same demographics and complexities as the DMPS.

II. BACKGROUND / OBJECTIVE

The District is located in Des Moines, Iowa, the capital city of the state and employees approximately 5,000 teachers and staff. The District has seventy-three sites which house educational programs and administration offices. It educates approximately 32,000 students annually and has provided education services for the past 100 years. The District's current student enrollment in is 32,582, demographics for that enrollment were: White 42.0%, Hispanic 25.0%, African American 18.3%, Mixed Race 6.4%, Asian 7.7%, Native American 0.5%, and Pacific Islander 0.1%. The District calculates that 74.8% of their students receive free and reduced meals and that 20.6% of the students are English Language Learners while 15.1% of the student population is in Special Education programs. The District has 38 elementary, 10 middle, 5 high schools as well as 10 special schools, which includes 10 International baccalaureate world schools, 5 turnaround art schools, 1 Montessori school, an advances placement and IB Diploma school and a Career and Technical institute.

In order to serve our students, their families, and staff the District's Activities Directors are seeking to: 1.) Establish a contract with a qualified and experienced athletic apparel dealer or manufacturer to produce a full range of athletic uniforms and related apparel for selected teams in the District's athletic programs on an as-needed basis, which will result in the fixed cost for essential uniforms during the contract period. 2.) To establish a renewal process which will allow the District to review at the end of the initial contract period and renew with the selected Provider for an additional two-year period. 3.) To limit the number of providers of such products and services as well as lower the District's cost for such expenditures. 4.) To phase in the purchase of new uniforms, *(Note It should not be expected that new uniforms will be ordered by the teams in the first year of the contract*). 5.) To outfit the District's athletic coaches, players and staff members of the respective sport 6.) To have the ability to add other public entities or school systems by mutual agreement with the selected Proposer.

III. GENERAL TERMS AND CONDITIONS

A. General

1) Proposers shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the Prosper 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 Proposer. All information regarding this RFP will be posted on the District website @: www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/

A. General

2.) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal 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.) Proposers 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 or required services, of this submission; no matter how slight. (See EXCEPTIONS)

4.) Proposers are advised that the District endorses the participation and utilization of local contractors in its purchasing effort. Accordingly, proposals of equal price and quality will be awarded to Proposer(s) residing within the geographic area when available. This policy does not prohibit Proposers who reside outside of the area from participating in the purchasing process as long as these Proposers 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 solicitation, the Scope of Work shall prevail.
General Terms and Conditions can be found @ http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf

2.) If any Proposer contemplating submitting a solution under this solicitation is in doubt as to the true meaning of the requirements, the Proposer must submit a written request for clarification to the District's Purchasing Agent by the date designated by the Calendar of Events by email @: mark.mattiussi@dmschools.org.

3.) The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District's Purchasing Department. A list of all inquiries and responses will be posted online.

4.) The District shall issue a written addendum if substantial changes, which impact the technical submission of proposals, are required. A copy of the addenda will be posted online at our website: www.dmschools.org .The Proposer shall certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents 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 Proposer is awarded a contract under this solicitation, the prices proposed shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the Proposer may offer incentive discounts from this fixed price to the District at any time during the contractual term.

2.) Proposers will neither include Federal, State nor applicable local excise or sales taxes in submission prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request

3.) The Proposer, by affixing its signature to this Proposal, certifies that its submission is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a proposal for the same services, or with the District. The Proposer also certifies their submission is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

D. Preparation and Submission

1.) This document is a Request for Proposal (RFP). It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a Proposer's approach meets the desired requirements and needs of the District.

2.) The submission must be typed or legibly printed in ink, on the Form of Proposal supplied; use of pencil or erasable ink is prohibited. The authorized agent of the Proposer must initial all corrections made by the Proposer in ink.

3.) Submissions must contain the signature of an authorized agent of the Proposer. If the Proposer's authorized agent fails to sign the submission, it shall be considered a non-responsive offer and shall not be considered.

4.) Proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

5.) Unit prices shall be provided by the Proposer on their submission. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

6.) The Proposer must include all information and supplemental documentation required in conjunction with this submission. If the Proposer fails to supply any required information or documents, its submission shall be considered non-responsive and shall not be considered

D. Preparation and Submission

7.) The accuracy of the submission is the sole responsibility of the Proposer. Proposer will not be allowed to make changes to their submission after the date and time of the opening due to error by the Proposer.

8.) 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 RFP must be answered clearly and concisely.

9.) This solicitation does not commit the District to pay any cost incurred by the Proposer 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 product and 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 Proposer.

11.) To facilitate the evaluation of the proposal, Proposer is to number all pages of its proposal and provide tabs as indicated below.

a. **Tab # 1** **Services**: Address all areas detailed in Scope of Work
b. **Tab # 2** **Qualification:** Complete the proposer qualification information
c. **Tab # 3** **References:** Provide references as requested
d. **Tab # 4** **Exceptions/Alternatives:** Detail any exception with this request.
e. **Tab # 5** **Form of Proposal:** Complete and sign the Form of Proposal.

E. Conflicts of Interest

1.) It shall be understood and agreed that your submission is offered independently of any other proposal.

2.) In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.

3.) In the event that this proposal 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 Proposal

1.) Proposals 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 opening. Each modification submitted to the District's Purchasing Office must have the Proposer's name and return address and the applicable proposal number and title 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 modifications must be signed by a duly authorized agent of the submitting company.

2.) Proposals may be withdrawn prior to the time and date set for the solicitation opening. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.

G. Evaluation of the Proposal

1.) The District reserves the right to reject any and/or all 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 retains the sole right to develop and utilize any evaluation methodology and scoring system to grade this proposal it deems necessary.

3.) The District reserves the right to reject proposals or parts thereof for the following reasons:
   a. The Proposer misstates or conceals any material fact in their submission.
   b. The Proposer's submission does not strictly conform to the law or requirements of the RFP.
   c. The 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 proposal in conjunction with the General Terms and Condition or Scope of Work.
   d. The submission has not been properly executed by signature of an authorized representative of the Proposer.

3.) A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

4.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully any previous contract with the District, local, state or federal governmental agency for a minimum period of one (1) year after the previous contract, was terminated for cause.

5.) A proposal may be rejected if the Proposer is currently under suspension or debarment by any local, state or federal government, and if the Proposer cannot so certify, then it shall submit along with their submission a written explanation of why it cannot make such certification.

G. Evaluation of the Proposal

6.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the request opens.

7.) The award will be made to a Proposer that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost proposal.

8.) The District reserves the right to:
   a. Reject any and all proposals submitted.
   b. Re-advertise this solicitation
   c. Postpone or cancel the process for this solicitation
   d. Determine the criteria and process whereby proposals are evaluated and awarded.

H. Selection Process

1.) Preliminary evaluations will be performed by the District's Purchasing personnel to determine if all of the mandatory requirements have been addressed. Proposers must be able to demonstrate their ability to perform the required services by answering all the questions and as well as by completing the Qualification Section. Failure to satisfactorily comply with these mandatory requirements may result in their submission being rejected.

2.) As mentioned in G. Evaluation of the Proposal, the District will develop an evaluation and scoring matrix to be used by selected District personnel to review and grade each proposal.

3.) Upon completion of the grading process, the evaluation committee may select the top Proposer(s) and conduct personal interviews or request a formal presentation be conducted before the evaluation committee.

4.) If personal interviews or a formal presentation are requested, the District will make every attempt to work with the selected Proposer to schedule a date and time for each interview agreeable to the Proposer.

5.) Failure to accept the District's invitation for an interview may be grounds to reject the Proposer's submission.

6.) The interview maybe be conducted electronically or in person at the discretion of the Proposer.

7.) At the conclusion of the interviewing process the committee will make their determination of the successful Proposer and will make a recommendation to the Board of Directors for the District and the earliest regularly scheduled meeting.

I. Award

1.) The District shall select the Proposer which, in its opinion, has present the best response, *(not necessarily the lowest cost provider)* and shall award the contract to that Proposer, which is deemed in the best interest of the District.

2.) **Contract:** The acceptance of a proposal is predicated on the total dollar amount to complete the work and the District's ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract. If funding is available, the Board of Directors for the District may award a contract to the successful Proposer.

3.) The District intends to award this request by 04/19/17. The District retains the sole right to select the successful Proposer it deems is in its own best interest.

4.) At the conclusion of the process the successful Proposer 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-proposals/

5.) The General Terms and Conditions, The Scope of Work, the Proposer's submission, written letters, addenda, professional services contract and any corresponding purchase order are collectively an integral part of the contract between the District and the successful Proposer.

6.) **Insurance Requirements:** Successful Proposer 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 RFP. 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 Proposer 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 services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

Forms	**Limits**
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 Proposer.

7.) **Indemnification:** To the fullest extent permitted by law, the successful Proposer agrees to defend, 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 Proposer pursuant to the provisions of this Agreement for any act of negligence on behalf of the Proposer. The successful Proposer 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 for their act of negligence. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the successful Proposer, its officers, employees, subcontractors, and others affiliated with the successful Proposer, arising out of or in any way connected or associated with any work performed by the Proposer pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District. The successful Proposer 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 Proposer pursuant to the provisions of this proposal including, but not limited to, the activities of the Proposer, its officers, employees, subcontractors, and others affiliated with the Proposer. The successful Proposer shall ensure that its activities on the District premises will be performed and supervised by adequately trained and qualified personnel and the Proposer will observe, and cause all agents affiliated with the Proposer to observe all applicable safety rules. The District will be held harmless against any and all claims regarding the unauthorized release of confidential information by the successful Proposer to the extent if such release was caused by any negligence on behalf of the District. Finally, the District shall be held harmless from all claims, damages, and costs, arising from infringement of patents or copyrights, to the extent that the District has not been negligent in this area.

8.) **Award Requirements**

a. Successful Proposer 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 Proposer shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.

b. The Proposer 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 Proposer shall be considered to be, at all times, employees of the Proposer under its sole direction and not an employee or agent of the District. The successful Proposer 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 Proposer to remove an employee it deems 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 Proposer shall be permitted to use these substances when performing work on District property.

8.) **Award Requirements**

d. The successful Proposer 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. (See Exhibit A)

e. The Proposer will be responsible for the cost of all the equipment, accessories, labor, 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.

g. The successful Proposer must be willing to execute a Non-Disclosure agreement if requested by the District.

9.) **Payment**

a. To be eligible for payment, all labor, equipment and materials covered under successful Proposer 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 Proposer'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 Proposal 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.

c. Successful Proposal shall submit to the District all invoices promptly upon completion of the required services under this contract. Invoices shall not include any costs other than those identified in the executed District professional service agreement awarding this contract or any subsequent change orders issued by the Purchasing Department. All other costs are the Proposer's responsibility, except to the extent such charges are identified in the executed District professional services agreement or change orders. Successful Proposer invoices shall provide at a minimum:

Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item
Extended total (unit costs x quantity)
This RFP number and / or the District's Purchase Order number

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

9.) **Payment**

e. Special Educational or Promotional Discounts: Successful Proposer 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 reserves the right to pay all invoices using a procurement card, or electronic funds transfer, Proposers should consider one of these forms of payment when submitting their response.

J. Termination or Cancellation

1.) In order to protect the vested interests, the District, and to ensure the efficient utilization of funds, the successful Proposer shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions, The Scope of Work and professional service agreement. With respect to these obligations, the District will report any non-compliance issues to the successful Proposal for corrective action. Continued non-compliance by the successful Proposal shall be the District's justification for placing the Proposer's contract on probation status or termination.

2.) In the event that the successful Proposer 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 Proposer 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.

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 Proposer, 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 30 days' written notice documenting the lack of funding.

K. Severability

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

L. Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

M. Disposition of Information Packages

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 Proposer as public information. The District's release of information is governed by Iowa Code chapter 22. Proposers are encouraged to familiarize themselves with chapter 22 before submitting a proposal submission. Proposers are advised that the District does not wish to receive confidential or proprietary information and Proposers are not to supply such information except when it is absolutely necessary. Identification of the entire proposal submission as confidential will be deemed non-responsive and disqualify the proposal submission. All proposal submissions become the property of the District and will not be returned to the Proposer. Proposers are encouraged to submit a redacted version of their submission if they wish to withheld information from the public.

Proposer 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 or redacted by the Proposer, the District will communicate immediately with the Proposer 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 Proposer, 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:

Section	**Page Number**	**Iowa Chapter 22 Exemption**

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

N. Audit or Examination of Contract

Proposer 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 Proposer relating to the orders, invoices, or payment of this contract.

O. Copyrights

By submitting a response, the Proposer agrees that the District may copy the submission for purposes of facilitating the evaluation of the submission or to respond to requests for public records. The Proposer consents to such copying by submitting a response and warrants that such copying will not violate the rights of any third party.

P. Release of Claims

By responding to this request, the Proposer 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 Proposer with pertinent information as intended by this request.

Q. District Property

Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Proposer hereunder or in contemplation hereof or developed by the Proposer for use hereunder shall remain property of the District, be kept confidential, be used only as expressly authorized, and returned at the Proposer's expense to the District's Purchasing Department, properly identifying what is returned.

IV. SCOPE OF WORK (Tab 1)

A. Background

For more than 100 years, Des Moines Public Schools has been educating the students of Iowa's capital city. Today, DMPS is the largest provider of public education in Iowa, with more than 32,000 students and 5,000 teachers and staff in 60 schools throughout the community. In order to serve our students, their families, and staff the District's Activities Directors are seeking to: 1.) Establish a contract with a qualified and experienced athletic apparel dealer or manufacturer to produce a full range of athletic uniforms and related apparel for selected teams in the District's athletic programs on an as-needed basis, which will result in the fixed cost for essential uniforms during the contract period. 2.) To establish a renewal process which will allow the District to review at the end of the initial contract period and renew with the selected Proposer for an additional two-year period. 3.) To limit the number of providers of such products and services as well as lower the District's cost for such expenditures. 4.) To phase in the purchase of new uniforms, ***(Note It should not be expected that new uniforms will be ordered by the teams in the first year of the contract*)**. 5.) To outfit the District's athletic coaches, players and staff members of the respective sport 6.) To have the ability to add other public entities or school systems by mutual agreement with the selected Proposer. This request will cover the following sports: Baseball*, Basketball, Bowling, Cross Country, Football, Golf, Soccer, Softball**, Swimming, Tennis, Track, Volleyball** and Wrestling. ***(*Denotes boys only **Denotes girls only)***

B. Qualifications

To be considered all Proposers must complete the Proposer Information form in Section V, in addition the Selected Proposer must:

- Maintain a business establishment with adequate inventories of the product offered, and must be capable of processing and shipping large numbers of various orders.
- Be able to demonstrate they are an authorized distributor of the manufacturer's product being offered.
- Furnish the District, upon request and without charge, catalog(s) and price lists and discounted price comparisons related to the products that will be available to District under any subsequent award.
- Provide stock items, which are considered products available for ordering at any time throughout the life of the contract. The Proposer must deliver all stock items within four (4) weeks of receipt of an order. Any special or custom order must be shipped on a timely basis. The Proposer must identify their policy for a stock item exchange (i.e. size exchange) and any restriction to the exchange policy.
- Provide custom items, or products fashioned to the District's specifications that could have sport specific production periods. The Proposer must identify minimum quantity order for custom item orders. The Proposer must deliver all custom items within eight (8) weeks of receipt of an order.
- Furnish all quantities actually ordered within the specified time frame. If the Proposer fails to provide the items or quantities ordered and on time, the District reserves the right to purchase those items from other providers outside this contract**.**

C. Schedule of Participants

The table below details the anticipated number of sports participants, coaches and support staff by sport offered by the District. This table is not a guarantee of anticipated demand or sales volume but is provided to the Proposers to represent the District's potential requirements.

Varsity Sport	Number of Athletes	Number of Coaches
Baseball	111	22
Basketball - Boys	77	30
Basketball - Girls	71	25
Bowling - Boys	30	5
Bowling - Girls	30	5
Cross Country - Boys	35	8
Cross Country - Girls	35	7
Football	246	67
Golf - Boys	30	6
Golf - Girls	30	6
Soccer - Boys	128	21
Soccer - Girls	102	21
Softball	98	21
Swimming - Boys	137	12
Swimming - Girls	129	15
Tennis - Boys	60	7
Tennis - Girls	60	7
Track - Boys	212	17
Track - Girls	183	16
Volleyball	82	22
Wrestling - Boys	109	15
Athletic Support		**Number of Personnel**
Administration		Not Available
Manager		Not Available
Trainers		Not Available
Other Staff		Not Available
Total	1,995	355

D. Price & Discounts

All discounts and pricing structures shall remain firm through the term of the contract period (7/1/16 – 6/30/17) and include standard delivery costs. The District reserves the option to renew the contract with the Selected Proposer for up to four additional one year periods. The amount of the contract for the second through the fifth year shall be negotiated at the close of each preceding year. The renewal option may not be exercised if it is not in the District's best interest.

The District is seeking three pricing proposals: 1.) Stock National brand apparel, 2.) Custom National brand apparel, 3.) Stock Non brand apparel.

D. Price & Discounts

Pricing shall be based on percentage discount from the manufacturers nationally distributed price list or published catalog and shall include all duties, tariffs, shipping, custom, permit and licensing fees, additional fees will not be accepted by the District post award. The Selected Proposer agrees to retain the percentage discount originally accepted at the time of award and shall not decrease this percentage unless specific documentation from the manufacturer is provided showing that the Selected Proposer cannot support the discount percentage on the products without undue hardship. Reduction in discount percentage from that originally accepted amount may result in deletion of item(s) from the award. The decision to retain or remove item(s) will be made on a case-by-case basis and at the discretion of the District. Price decreases or discount increases are permitted and encouraged at any time.

E. Products & Quality

Items sought for athletic gear include, but are not limited to:

- Official game clothing
- Coaching gear – shorts, pants, polo shirts
- Coaching shoes
- Services: screen printing, embroidery, etc.

The District recognizes that not all providers will carry all of the items requested. We seek the best offer from each provider, addressing as many of our outfitting needs as possible while helping District athletics reach its most competitive level. The District is seeking two levels of product.

- Varsity High School apparel must meet the specifications and qualifications of the Iowa High School Athletic Association (IHSAA), National Federation of State High School Associations (NFHS) and the Iowa Girls High School Athletic Union (IGHSAU) for all high school varsity sports.
- Middle School apparel must be of high quality and durability to withstand five years of normal use by the District's middle school sports participants.
- All apparel must be new.
- Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable.

F. Brands

It is the District's intent to make an award to a team apparel distributor. It is not the intent of the District to create an exclusive partnership with any specific manufacturer at this time. Each team sport at the District's sites **may have** a brand preference, i.e. Nike, Russell, Mizuno, Champion, Rawlings, Adidas, UnderArmour, etc. If the Proposer is unable to supply any specific name brand, they must state so in their proposal.

G. School Logos/Colors

The individual school logos fonts and colors are detailed below:

School	Font	Color
East High School	See Exhibit D	Red, Black & White
Hoover High School	See Exhibit D	Green, Gold, White
Lincoln High School	See Exhibit D	Dark Maroon, Vegas Gold
North High School	See Exhibit D	Green, Pink, Black
Roosevelt High School	See Exhibit D	Navy Blue (PMS282) Cool Gray (7U) White

G. School Logos/Colors

The Selected Proposer must provide a proof of screen printing or embroidery to the corresponding / requesting Activities Director prior to printing or embroidery. The Proposer must use the specific font, colors, and logos for all printed goods ordered by the individual site. The trademarked logos cannot be altered, reproduced, or used outside of the District. Apparel samples must be provided upon request.

H. Delivery & Shipment

Delivery shall be F.O.B. Destination. All charges for transportation shall be paid by the successful Proposer and not added to the invoice. Exceptions will be made for rush or special orders. Successful Proposer must state expected delivery time with each quote and order. All deliveries will be made to the address listed on the purchase order. The Successful Proposer agrees to provide return shipping labels to the District sites at no cost for items which need to be returned due to errors on behalf of the Proposer. Proposer agrees that failure to make timely delivery, inability to supply product as specified will be cause for the District to purchase required products from non-contract sources, if it so chooses.

I. Backorders or Delays in Delivery

Backorders or failure to deliver within the time required may, at the sole discretion of the District, be construed as an act of default of the contract. Proposer must give written notice to the site Activities Director of the reason for any such delay and the expected delivery date. The site Activities Director has the right to extend the date of delivery if Proposer's reasons for delay appear valid and the Proposer's expected delivery is acceptable. However, if either reason for delay or expected delivery date is deemed unacceptable by the Director, the Proposer shall be in default and the District may exercise any and all remedies available under law, including but not limited to remedies involving the procurement of goods or services from another provider.

J. Delivery Requirements

No substitutions or cancellations are permitted without approval of the site Activities Director. Delivery shall be made during normal work hours only, 8:00 a.m. to 4:30 p.m. Central Standard Time (excluding weekends and holidays), unless prior approval for other delivery has been obtained. Packing list shall be enclosed with each shipment, listing the District's Purchase Order number. Items should be shipped to the "Ship-To" address listed on the purchase order.

L. Default

All commodities furnished will be subject to inspection and acceptance by the site Activities Director after delivery. Default in promised delivery or failure to meet specifications entitles the District to cancel this contract or any portion of same and reasonably purchase commodities elsewhere.

M. Variation in Quantity

The District assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the District's purchase order.

N. Warranties

Proposer must submit / include any warranty information with submissions. Successful Proposer will replace or repair any defective product during the guarantee period, excluding any item which has been subjected to accident, alterations, abuse, misuse, or neglect by the District and its agents, or that is caused by normal wear and tear.

V. QUALIFICATIONS (Tab 2)

Contact Information

Please complete these sections below indicate the structure of your organization, its ability to conduct business in the State of Iowa, as well as provide the financial and insurance information requested.

RFP Contact: _____

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:

Is your company qualified to do business in Iowa? _____

If yes, what is your Registration Number? _____

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

Requested Information:

Number and location of distribution centers: _____

Number of years of continuous operation: _____

State the location of the dedicated domestic account representative(s) assigned to the District: _____

State the company's first time fill rate for orders processed the past twelve months: _____

State the company's backorder policy: (fill vs. kill) _____

State the company's average days to complete a backorder: _____

Detail the company's backorder notification system, i.e. will it include anticipated due date: _____

State the company's average number of days to ship an order after receipt: _____

State restocking fees for products returned after thirty days: _____

State the company's ability to accept orders directly via online ordering: _____

State the company's ability to customize your catalog online for the District: _____

State the company's policy for stock item exchange (i.e. size exchange) and any restriction to the exchange policy. _____

_____

State the company's ecommerce abilities including order entry, order confirmations, shipping notifications, order tracking, backorder notification, invoicing, credit returns, and credit memo generation: _____

_____

State the company's ability to ship directly to the individual sites: _____

Detail the information found on your packing list, i.e. District purchase order, Originator, etc.: _____

_____

State the company's average lead time for stock items: _____

State the company's average lead time for non-stock items: _____

State the company's policies / procedures regarding minimum orders: _____

Costs to process a minimum order: _____

Describe the company's ability to produce customized management reports based on District needs: ___

Explain your company's process to resolve any complaints, problems or issues:

Submit the names and biographies for the following:

Domestic account representative to be assigned to the District's account:

Senior Manager to be assigned to the District's account:

Insurance Information:

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

Financial Information:

List the name, address and contact of your organizations bank(s) or your D&B #:

The District may, at any time, investigate a proposer's ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the District.

VI. REFERENCES (Tab 3)

Provide a listing of at least three (3) references for which the organization has provided similar products and services within the last five (5) years, and whose complexities are similar to those presented in this proposal on a regional or national level:

Reference One:

Entity Name:	
Entity Address:	
Entity City, State, Zip:	
Contact Name:	
Contact Title:	
Contact Phone:	
Contact E-mail:	

Reference Two:

Entity Name:	
Entity Address:	
Entity City, State, Zip:	
Contact Name:	
Contact Title:	
Contact Phone:	
Contact E-mail:	

Reference Three:

Entity Name:	
Entity Address:	
Entity City, State, Zip:	
Contact Name:	
Contact Title:	
Contact Phone:	
Contact E-mail:	

VII. EXCEPTIONS – (Tab 4)

List and detail any / all exceptions with the Scope of Work as presented or omissions you feel need to be addressed within this request.

- ◯ **We have no exceptions to this RFP**
- ◯ **We have the following exceptions to this RFP**

RFP Section	Page Number	Exception

VIII. FORM OF PROPOSAL (Tab 5)

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

Stock National Brand Apparel

Sport Uniform	***Level***	***Size***	***Manufacturer***	***Mfg. #***	***Mfg. Price List***	***Discount %***	***Net Price***
Baseball	Varsity	LRG					
Basketball - Boys	Varsity	LRG					
Basketball - Girls	Varsity	LRG					
Bowling - Boys	Varsity	LRG					
Bowling - Girls	Varsity	LRG					
Cross Country - Boys	Varsity	LRG					
Cross Country - Girls	Varsity	LRG					
Football	Varsity	LRG					
Golf - Boys	Varsity	LRG					
Golf - Girls	Varsity	LRG					
Soccer - Boys	Varsity	LRG					
Soccer - Girls	Varsity	LRG					
Softball	Varsity	LRG					
Swimming - Boys	Varsity	LRG					
Swimming - Girls	Varsity	LRG					
Tennis - Boys	Varsity	LRG					
Tennis - Girls	Varsity	LRG					
Track - Boys	Varsity	LRG					
Volleyball	Varsity	LRG					
Wrestling - Boys	Varsity	LRG					
Accessories	***Level***	***Size***	***Manufacturer***	***Mfg.#***	***Mfg. Price List***	***Discount%***	***Net Price***
Duffle Bags							
Back Packs							
Travel suits/gear							
Athletic socks							
Athletic shoes							
Athletic hats							

Asseccory Costs	***Detail***
Embroidery Cost	
Screen Printing Cost	
Decorating Cost	
Extended Size Cost	
Expediting Cost	
Other	

Custom National Brand Apparel

Sport Uniform	***Level***	***Size***	***Manufacturer***	***Mfg. #***	***Mfg. Price List***	***Discount %***	***Net Price***
Baseball	Varsity	LRG					
Basketball - Boys	Varsity	LRG					
Basketball - Girls	Varsity	LRG					
Bowling - Boys	Varsity	LRG					
Bowling - Girls	Varsity	LRG					
Cross Country - Boys	Varsity	LRG					
Cross Country - Girls	Varsity	LRG					
Football	Varsity	LRG					
Golf - Boys	Varsity	LRG					
Golf - Girls	Varsity	LRG					
Soccer - Boys	Varsity	LRG					
Soccer - Girls	Varsity	LRG					
Softball	Varsity	LRG					
Swimming - Boys	Varsity	LRG					
Swimming - Girls	Varsity	LRG					
Tennis - Boys	Varsity	LRG					
Tennis - Girls	Varsity	LRG					
Track - Boys	Varsity	LRG					
Volleyball	Varsity	LRG					
Wrestling - Boys	Varsity	LRG					
Accessories	***Level***	***Size***	***Manufacturer***	***Mfg.#***	***Mfg. Price List***	***Discount%***	***Net Price***
Duffle Bags							
Back Packs							
Travel suits/gear							
Athletic socks							
Athletic shoes							
Athletic hats							

Asseccory Costs	***Detail***
Embroidery Cost	
Screen Printing Cost	
Decorating Cost	
Extended Size Cost	
Expediting Cost	
Other	

Stock Non Brand Apparel

Sport Uniform	***Level***	***Size***	***Manufacturer***	***Mfg. #***	***Mfg. Price List***	***Discount %***	***Net Price***
Baseball	Varsity	LRG					
Basketball - Boys	Varsity	LRG					
Basketball - Girls	Varsity	LRG					
Bowling - Boys	Varsity	LRG					
Bowling - Girls	Varsity	LRG					
Cross Country - Boys	Varsity	LRG					
Cross Country - Girls	Varsity	LRG					
Football	Varsity	LRG					
Golf - Boys	Varsity	LRG					
Golf - Girls	Varsity	LRG					
Soccer - Boys	Varsity	LRG					
Soccer - Girls	Varsity	LRG					
Softball	Varsity	LRG					
Swimming - Boys	Varsity	LRG					
Swimming - Girls	Varsity	LRG					
Tennis - Boys	Varsity	LRG					
Tennis - Girls	Varsity	LRG					
Track - Boys	Varsity	LRG					
Volleyball	Varsity	LRG					
Wrestling - Boys	Varsity	LRG					
Accessories	***Level***	***Size***	***Manufacturer***	***Mfg.#***	***Mfg. Price List***	***Discount%***	***Net Price***
Duffle Bags							
Back Packs							
Travel suits/gear							
Athletic socks							
Athletic shoes							
Athletic hats							

Asseccory Costs	***Detail***
Embroidery Cost	
Screen Printing Cost	
Decorating Cost	
Extended Size Cost	
Expediting Cost	
Other	

VIII. FORM OF PROPOSAL (Tab 5)

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

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 PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT, THE PROPOSER 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. PROPOSER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE PROPOSER ASSURES TO THE BEST OF THEIR ABILIITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL, THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE PROPOSER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE PROPOSER AND THE DISTRICT. FURTHERMORE, THE PROPOSER CERTIFIES THAT NEITHER THEY NOR THEIR SUBSUCCESSFUL PROPOSER(S) HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.

IX. EXHIBITS

Exhibit A
Offender Acknowledgement

"Proposer" is providing services 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 services provided by the Proposer may involve the presence of the Proposer's employees upon the real property of the District.

The Proposer 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 Proposer 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 Proposer hereby certifies that no one who is an owner, operator or manager of the Proposer has been convicted of a sex offense against a minor. The Proposer 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 services to the District in accordance with the prohibitions set forth above.

The Proposer further certifies that the Proposer has completed a satisfactory background check on the Proposer's employees. The Proposer hereby agrees to provide the District with the Proposer's background screening procedures including specific context and infractions that are reviewed by the Proposer. The District reserves the right to, but does not have the obligation to, conduct a District background check on Proposer employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Proposer 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 Proposer's background screening program at any time, whether announced or unannounced. The Proposer hereby agrees that the Proposer shall, upon request, permit an authorized District representative to review background screening records, including those of individual Proposer employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Proposer shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Proposer may engage if such engagement involves their presence upon the real property of the District.

The Proposer 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 Acknowledgment and Certification, the person signing on behalf of the Proposer 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 Proposer, 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 Proposer 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 Proposer or anyone claiming through or under the successful Proposer 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 Proposer'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 Proposer to recover there under.

Exhibit C
School Locations

High Schools

East High School	815 East 13th St, 50316
Hoover High School	4800 Aurora, 50310
Lincoln High School	1000 SW 9th St, 50315
North High School	501 Holcomb Ave, 50313
Roosevelt High School	4419 Center St, 50312

Middle Schools

Brody	2501 Park Ave, 50321
Callanan	3010 Center St, 50312
Goodrell	3300 East 29th, 50317
Harding	203 E. Euclid, 50313
Hiatt	1214East 15th St, 50316
Hoyt	2700 East 42nd St, 50317
McCombs	201 County Line Rd, 50320
Meredith	4827 Madison Ave, 50310
Merrill	5301 Grand Ave., 50312
Weeks	901 SE Park Ave., 50315

Exhibit D
School Logos

School	Logo	Color
East High School		Red, Black & White
Hoover High School		Green, Gold, White
Lincoln High School		Dark Maroon, Vegas Gold
North High School		Green, Pink, Black
Roosevelt High School		Navy Blue (PMS282) Cool Gray (7U) White