



GENERAL CONDITIONS FOR THE PROCUREMENT OF PRODUCTS & SERVICES

Please read carefully before submitting a Proposal, Bid, or Quotation

General:

In order to ensure the proper use of public funds and comply with state requirements the District will conduct formal and informal bidding processes for the goods and services it consumes. The desired outcome of such practices are to: 1.) Provide for increased public confidence in the procedures followed in public procurement; 2.) To ensure the fair and equitable treatment of all persons who deal with the District's procurement system; 3.) To provide increased economy in District procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds; 4.) To foster effective broad-based competition within the free enterprise system; and 5.) To provide safeguards which maintain the quality and integrity of the procurement system.

Definition of Terms:

"Award" means the selection of a vendor to receive a master agreement or order of a good or service.

"Bid" means the document used to solicit goods / supplies or services used by the District. Bids are issued when the product / service being sought is of a specific nature, and the value of the product / service is estimated to be greater than \$100,000.00

"Bidder" or "Proposer" means the company or organization submitting a bid, proposal or quotation.

"Board" or "Board of Education" means the governing body for the District

"Buyer" means the Des Moines Independent Community School District (District)

"Contract" means the collective documentation which includes the Purchase Order, District's General Terms & Conditions, District's Bidding document or Request for Proposal or Quote Document, awarded vendor's Bid or Proposal or Quote as accepted by the District, District's Special Terms & Conditions, Service Agreement and / or explicit contract.

"Contractor" means the awarded vendor

"District" means the Des Moines Independent Community School District

"Deficiency" means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a "Deliverable," including, without limitation, any failure of a deliverable to conform to or meet an applicable specification.

"Deliverables" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, a Contractor for the District in conjunction with the contract or order. *"Documentation"* means any and all technical information, commentary, explanation, design documents, database layout, independent laboratory test results, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to the *"Deliverables"* or specified product.



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"Emergency" includes, but is not limited to, a condition:

- That threatens public health, welfare or safety; or
- In which there is a need to protect the health, welfare or safety of persons occupying or visiting a public improvement or property located adjacent to the public improvement; or
- In which the department or agency must act to preserve critical services or programs; or
- In which the need is a result of events or circumstances not reasonably foreseeable.

"Emergency procurement" means an acquisition or other procurement resulting from an emergency need.

"Formal competition" means a competitive selection process that employs a bidding document, request for proposals or other means of competitive selection authorized by applicable law and results in procurement of a good or service.

"Good" or *"goods"* means products or personal property other than money that is tangible or movable at the time of purchase, including specially manufactured goods. A contract for goods is a contract in which the predominant factor, thrust, and purpose of the contract as reasonably stated is for the acquisition of goods. When there is a contract for both goods and services and the predominant factor, thrust, and purpose of the contract as reasonably stated is for the acquisition of goods, a contract for goods exists.

"Informal competition" means a streamlined competitive selection process in which the department or Procurement Specialist makes an effort to contact at least three prospective vendors qualified to perform the work described in the request.

"Lowest responsible bidder" means the responsible bidder that is fully compliant with the requirements and terms of the competitive selection document and that submits the lowest price(s) or cost(s).

"Order" means a direct purchase or a purchase from an existing contract.

"Quote" means the document used to solicit or goods / supplies or services used by the District. Quotes are issued when the product / service being sought is of a specific nature, and the value of the product / service is estimated to be less than \$100,000.00

"Quote Document" means any Quote Document issued by the District to solicit the "Deliverables" or goods/supplies or services.

"Responsible bidder" means a vendor that has the capability in all respects to meet the specifications and otherwise perform the contract requirements. In determining whether a vendor is a responsible bidder, the Procurement Specialist may consider various factors including, but not limited to, the vendor's competence and qualification for the type of services required, the vendor's integrity and reliability, the past performance of the vendor relative to the quality of the good or service, the past experience in relation to the good or service, the relative quality of the good or service, the proposed terms of delivery, and the best interest of the District.



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"RFP" means a request issued by the District to solicit goods / supplies or services. RFPs are issued when the product / service being sought is complex or where a solution is required and the value of the product / service is estimated to be greater than \$100,000.00 and where the evaluation of the proposal shall be criteria based.

"Seller" means the party with whom the order is placed as shown on the purchase order.

"Service" or *"services"* means work performed for the District by a service provider. A contract for services is procurement where the predominant factor, thrust, and purpose of the contract as reasonably stated is for services. When there is a mixed contract for goods and services, if the predominant factor, thrust, and purpose of the contract as reasonably stated is for service, with goods incidentally involved, a contract for services exists.

"Sole source procurement" means a procurement of a good or service in which the District selects a vendor without engaging in a competitive selection process, because they are the only provider of the good / supply or service. Sole source purchases are for products or services which perform specific functions or for which no other source is known to exist.

"Special Terms" means those terms and conditions issued by the District specific to the procurement. In the event of a conflict between the *"Special Terms"* and the *"General Terms"* the *"Special Terms"* shall prevail.

"Specifications" means a detailed description of work to be done or materials to be used in a project or an instruction that says exactly how to do or make something, any and all requirements, technical standards, performance standards, representation and other criteria related to the *"Deliverables"* or *"Goods"* required by the RFP, Bidding document, or Quote Document.

"Targeted small business (TSB)" means a targeted small business as defined and certified in accordance with Iowa law.

"Vendor" means a person, firm, corporation, partnership, business or other commercial entity that provides services or offers goods for sale or lease.

"Web" or *"Web site"* means an Internet location on the World Wide Web that provides information, communications, and the means to conduct business electronically.

Policy:

RFPs: The District will issue a request for proposal (RFP) when the good or service is of a complex nature requiring thorough evaluation by those within the District who are familiar or have technical expertise. Price is considered but may not be a significant factor in the selection of the Contractor. RFPs need to be sealed and delivered to the District by the date and time specified on the Bidding document. RFPs are considered formal competition.

Bids: The District will seek Bids for goods and services which are more commonplace and whose estimated expenditure exceeds the District threshold requiring Board approval. Bids need to be sealed and delivered to the District by the date and time specified on the Bidding document. Bids are considered formal competition.



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Quotes: The District will seek Quotes for goods and services which are more commonplace and whose estimated expenditure is less than the District threshold requiring Board approval. Quotes need to be delivered to the District by the date and time specified on the Bidding document. Quotes will be considered informal competition.

Cooperative Procurement Agreements: The District reserves the sole right to use cooperative procurement agreements acceptable to the Board for the procurement of all goods / supplies or services rather than issuing RFPs or seeking Bids or Quotes. If a request has been issued and the District, in its sole discretion, determines the use of cooperative procurement agreement is in its best interest then the District, in its sole discretion, may cancel the request and/or reject all proposals/bids/quotes received and enter into a contract with the vendor of the goods / supplies or service awarded by the lead agency of the Cooperative group.

Emergency Procurement: In the event of emergency procurement the District will try to maintain the policies and procedures set forth in this document when and where possible but reserves the right to suspend them to establish or maintain the health and safety of its students, staff, or administration or to preserve critical services or programs.

Sole Source: The District will try to avoid instances where there is only one source for a good / supply or service but reserves the right to procure from such sources if it is in the best interest of the District.

Compliance with Law: Notwithstanding anything herein to the contrary, if applicable law for a purchase requires specific procurement procedures be followed, then the District shall comply with those procedures.

RFP & Bids:

Invitation to Propose or Bid: RFP and bidding documents will be posted on the District's E-Procurement portal detailing the required good or service and will be treated as formal competition (*See District website for more information on how to become a registered vendor*). Respondents will be asked to submit sealed Proposals and Bids to the required locations as detailed in the request document by the time and date specified on the RFP or bidding document.

Time: The District records the receipt of all Proposals and Bids. The receipt time is set to the E-Procurement's system for due dates and times for procurement solicitations.

Proposal/Bid Form: Proposals and Bids shall be made on forms furnished by the District. Each Proposal or Bid must be submitted in a sealed envelope, bearing on the outside the name of the Proposer/Bidder, its address and a description of the goods or services for which the Proposal or Bid is submitted, and must also show the RFP or Bidding document number and the date of opening. If the Proposal/Bid is forwarded by mail, the sealed envelope containing the Proposal/Bid must be enclosed in another envelope addressed to the requested Des Moines Independent Community School District location on the solicitation. Proposals or Bids may not be combined on the same Form of Proposal (FoP) or placed in the same envelope. Combining proposals in one Form of Proposal may be grounds for rejection.



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Specifications-Goods:

The description or equipment identifications and quality of supplies or equipment or other goods to be furnished is specifically defined as "Goods" in Section 554.2105 of the Code of Iowa. The District reserves the sole right to establish and maintain specifications for the goods and supplies required by the District. The District may change or modify specifications as needs arise or events occur. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. The use of the brand or trade name is to establish a level of quality expected from the Proposers/Bidders. The Proposer/Bidder's submission must include goods and supplies that are of equal or greater quality. If the Proposer/Bidder proposes similar but not identical items, they must furnish full documentation. Full documentation will include but is not limited to: full description of the good or supply including technical data, i.e. manufacture, make, model, dimensions, material, etc., a side by side comparison of the proposed good or supply versus the specified good or supply, and an independent laboratory or agency certifying the proposed good or supply's quality to be equal to or greater than the specified good or supply. This documentation will become part of the Proposal or Bid. The District will make the final decision if a proposed alternate good or supply is equal to or greater than the specified item and if it will be accepted as such. The District may require samples to make this determination.

If samples are requested, they shall be furnished without charge and, if not destroyed, shall, upon request within sixty (60) days after Proposal/Bid opening, be returned at the Proposer/Bidder's expense. If no mention is made of any exception, then it is assumed by the District the Proposer/Bidder is submitting the specified good or supply and not an alternate. All goods / supplies offered to the District must meet the standards established by federal, state, and local laws and regulations, including but not limited to the Iowa Occupational Safety and Health Act of 1972 and the Consumer Product Safety Improvement Act of 2008.

Specifications-Services: When procuring services, the District will detail the Scope of Work / Statement of Services in the RFP or Bidding document. The Proposal/Bid must address the Proposer/Bidder's complete understanding of desired service and how they intend to deliver those services. Failure to adequately address the required services, as deemed by the District, may be grounds to reject the Proposal/Bid. All services offered to the District must meet the standards established by federal, state, and local laws and regulations.

Preparation & Submission: As mentioned above all Proposals/Bids (for goods/supplies or services) must be submitted using District provided forms. The use of quotations, estimates or other means of correspondence will not be accepted. Proposers/Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of goods/ supplies or services, as required by the solicitation. The District will not accept a plea of ignorance by the Proposer/Bidder for any misinterpretation. Proposers/Bidders are encouraged to make inquiries within the E-Procurement portal prior to the clarification due date. The Proposal/Bid must be typed or legibly printed in ink, on the Proposal / Bid form supplied; use of erasable ink is not permitted. The authorized agent of the Proposer/Bidder must initial all corrections made by the Proposer/Bidder in ink. Proposals/Bids must contain the signature of an authorized agent of the Proposer/Bidder. If the Proposer/Bidder's authorized agent fails to sign the Proposal/Bid, it shall be considered a non-responsive offer and shall not be considered. Proposals/Bids should be as thorough and detailed as possible so that the District may properly evaluate the Proposer/Bidder's capabilities to provide the required goods/supplies or services.



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Where applicable, unit prices shall be provided by the Proposer/Bidder on its proposal and shall be legible and in permanent ink. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail. When class or aggregate proposals/bids are called for, the Proposer/Bidder must propose/bid on each item in the class. Prices submitted must be inclusive, that is they must include all crating, handling, etc. All goods / supplies are to be shipped FOB Destination, where the Proposer/Bidder is responsible for all freight charges and product until it arrives at the designated location. No additional costs will be accepted by the District post award. The District is exempt from sales tax and no such amount for sales tax shall be included in the Proposal/Bid. If Proposers/Bidders include in their price any state, or federal tax which may be refunded, they shall furnish proof as required by law which will enable the District to obtain any refund or credit to which it is entitled. If a good/ supply or service is to be sold free of federal tax or any other sales tax, the Proposer/Bidder shall not include such tax in its price and shall furnish all proof required by law to assure that such tax will not be imposed upon the District. The accuracy of the Proposal/Bid is the sole responsibility of the Proposer/Bidder. The Proposer/Bidder is responsible for the extension and computation of the total pricing. The District will not be held responsible to make any/all corrections to a submitted Proposal/Bid. The Proposer/Bidder will not be allowed to make changes to its Proposal/Bid after the date and time of the Proposal/Bid opening due to error. Unless otherwise stated on the FoP, quantities as supplied by the District are intended to be an estimate of intended usage and are not guaranteed. The District will not be held responsible for the procurement of any good / supply or service when the actual procurement quantity varies from the estimated usage. When the quantity is specifically stated as "firm" then the goods / supplies or service must be delivered in full and not changed without prior District approval. Any unauthorized quantity is subject to the District's approval and may be rejected and returned at the Proposer/Bidder's expense. Any exception to the RFP or Bidding document must be clearly and conspicuously marked on the FoP. Likewise, any confidential information must be marked as well. The laws of Iowa require that Proposals/Bids be placed in the public domain at the conclusion of the Proposal/Bid opening and be open for inspection by interested parties. The District will treat all information submitted by a Proposer/Bidder as public information, unless marked as confidential. Only trade secrets or proprietary information that are recognized as such and are protected by law or other information deemed confidential under the law, may be marked as confidential.

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 the Proposers as public information. Iowa Code chapter 22 governs the District's release of information. 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 necessary. Identification of the entire proposal submission as confidential will be deemed non-responsive and disqualify the proposal submission. Proposers 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. In the event that a Freedom of Information Act (FOIA) request is made upon the District for information, which is marked confidential by the Proposers, the District will communicate immediately with the Proposers and allow them seven (7) calendar days within which to file suit in Polk County District Court seeking the entry of declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of court order declaring such portions of the proposal confidential, the entire proposal will be released for public examination.



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Modification or Withdrawals: Proposals/Bids may only be modified or withdrawn in the form of a written notice on company letterhead and must be received prior to the time and date set for the Proposal/Bid's opening. Each modification or withdrawal submitted to the District's E-Procurement system must have the Proposer/Bidder's name and return address and the applicable RFP or Bidding document number and title of the Proposal/Bid clearly marked on the face of the envelope and must be signed by authorized personnel of the Proposer/Bidder's organization.

The District will not accept modifications post-opening, but will accept withdrawals if it is received by the District's Procurement Specialist within forty-eight hours (48) of the opening date and time. The withdrawal must be written on Proposer/Bidder company letterhead, have the Proposer/Bidder's name and return address and the applicable RFP or Bidding document number and title of the Proposal/Bid clearly marked, and be dated and signed by authorized personnel of the Proposer/Bidder's organization.

Evaluation:

The District at its discretion may convene a committee of District personnel, including personnel from Procurement and the requesting department, and on occasion outside, non-associated third-party consultants to review and evaluate Proposals and Bids. In the event such a committee is formed members will be required to complete and sign an Evaluator's Disclaimer & Confidentiality Statement, which certifies the members are not associated with any of the Proposers/Bidders submitting Proposals/Bids and will hold any information gathered in this evaluation as confidential to the extent allowed by applicable law. The committee will review the Proposals/Bids and recommend the Proposal/Bid which is in the District's best interest to accept. The District reserves the sole right to develop the evaluation criteria and scoring methodology when evaluating all Proposals/Bids. Board approval may be required prior to issuing an award for any Proposal or Bid.

The District reserves the right to reject Proposals/Bids or parts thereof if:

- The Proposer/Bidder misstates or conceals any material fact in its Proposal/Bid;
- The Proposal/Bid does not strictly conform to the law or requirements of the RFP or Bidding document;
- The Proposal/Bid does not include the required documents, such as certificates, licenses, information or specification sheets, bonds, and/or samples;
- The Proposal/Bid has not been properly executed by signature of an authorized representative of the Proposer/Bidder;
- The Proposal/Bid was submitted after the deadline stated in the RFP or Bidding document.

Evaluators may not review or accept a Proposal/Bid from any person or firm which:

- Is in arrears to the District upon any debt or contract or upon which it is a defaulter as surety or otherwise upon any obligation to the District;
- Has failed to perform faithfully any previous contract with the District, state or federal governmental agency, for a minimum period of one (1) year after the previous contract was terminated for cause;
- Is currently under suspension or debarment, or proposed for debarment, or is declared ineligible or voluntarily excluded by any local, state or federal government;



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Evaluation:

- Has pending litigation against the District on the date and time of the Proposal/Bid being opened;
- Has violated or will violate any applicable lobbying restrictions;
- Would result in an impermissible conflict of interest;
- Has engaged in collusion with respect to the Proposal/Bid.
- By submission of a Proposal/Bid, the vendor certifies that none of the foregoing circumstances apply to it.

During the evaluation process the committee, or District personnel have the right to:

- Reject any and all Proposals or Bids submitted by Proposers/Bidders or parts thereof;
- Waive informalities or irregularities; Re-advertise this solicitation;
- Postpone or cancel the process for the solicitation.

Award:

Normally, Proposals and Bids exceed the departmental spend authority, thereby requiring Board approval. As mentioned above, evaluation of the Proposals/Bids will be the responsibility of District Administration and their recommendation will be presented to the Board for final approval. The District reserves the right to reject any and/or all Proposals or Bids or parts thereof, to waive informalities or irregularities, to negotiate modifications to any of the terms contained in a Proposal/Bid, and to enter into such contract or contracts as shall be deemed in the best interests of the District. The District is not required to award the contract to the lowest cost Proposal/Bid but rather to the Proposal/Bid that is in the District's best interest. The District reserves the right to award the contract to the Proposer/Bidder whose proposed good / supply or service is for an alternate good / supply or service which is different than the specified item if it is in the best interest of the District. The District may consider all factors other than price, such as location, character, reputation, experience, efficiency, facilities, resources, service, delivery date, and other relevant factors to select a Proposal/Bid that most closely conforms to the District's needs. The Board may give consideration to procuring goods / supplies and services from a locally owned business located within the District which offers these goods /supplies and services if the cost and other considerations are relatively equal, as permitted by law. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa, as permitted by law. The District shall comply with laws regarding procurement from targeted small businesses and minority-owned and female-owned businesses, as well as all federal requirements regarding geographic preferences. Award of contracts will be issued if adequate funding is available at the time of approval by the Board. When funding is not available, no award will be issued. In the event of an award being issued for a good / supply or service where funding was available at the time of the award but later became unavailable, the District reserves the right to terminate the contract and compensate the Contractor for product or services rendered to the point of the funding issue (See Termination). The Contractor must be able to meet the insurance requirements as detailed in the Proposal / Bid Document. The Contractor must indemnify the District and assume all liability for any unauthorized disclosure of confidential information. The Contractor must indemnify the District and assume all liability for any act of omission or negligence, either active or passive, or violation of law during the performance of the work performed.



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Contractor agrees to indemnify and hold harmless the District and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from a breach of cybersecurity or other cyber fraud incident affecting Contractor that results in the disclosure of the District's financial or other confidential information to any unauthorized person or misuse of the District's financial or other confidential information by any unauthorized person. This specific indemnification by Contractor is in addition to and not in lieu of other remedies which may be available to the District.

Awards may be predicated upon the Contractor's financial ability, prior experience and ability to perform the service or delivery of the required good / supply. Awards will not be made to a Contractor who fails to submit such evidence or to a Contractor whose statements set forth such evidence and such evidence is found to be untrue. Any statement or declaration made by the Contractor which may be found to be untrue will be sufficient cause for rejecting its Proposal/Bid and termination of award. The Board of Education will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject Proposals/Bids where evidence submitted is deemed unsatisfactory. The Contractor must be familiar with and obey all local, state, and federal laws and regulations. The Contractor shall not transfer to any other person (i) any discretion granted under a contract, (ii) any right under a contract, (iii) any remedy under a contract, or (iv) any obligation imposed under a contract without the District's written consent.

Contractor's employees shall at all times be considered employees of the Contractor under its sole direction and not an employee or agent of the District. At District's request, Contractor will immediately remove any Contractor employee or subcontractor from all District properties or from performing any services for the District in cases where the District determines, in its sole discretion, that removal of that employee or subcontractor is in the District's best interests. In accordance with the District's policies regarding tobacco, alcohol products and/or illegal drugs, no employee of the Contractor shall be permitted to use, possess, or be under the influence of any of these substances when performing work on District property or otherwise providing services to the District. The Contractor shall certify that all employees employed in support of the 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. The Contractor shall comply with all restrictions under Iowa law regarding persons on the sex offender registry and shall certify that no person who has been convicted of a sex offense against a minor will perform any work for the District. The Contractor shall be responsible for conducting criminal, sexual registry, child abuse, and dependent adult abuse background checks on all personnel that it provides under the Contract and shall not permit any individuals who do not meet the District's standards for background checks to perform any work for the District. The Contractor shall detail and communicate the names of subcontractors whenever they are used. The Contractor will be held responsible for the subcontractors' employees in the same manner as if they were employed by the Contractor.

Guarantees & Warranties: Contractor expressly warrants that all the materials and articles covered by the specifications will be in exact accordance with such order, description and specification, and free from defects in material and/or workmanship, and merchantable.



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Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or articles or by payment for them. Any deviations from the order of specifications, or any other exceptions or alterations must be approved in writing by the District. Goods or supplies will be received and subject to the District's right of inspection and rejection. Defective supplies and goods / supplies or equipment not in accordance with the specifications will be held for Contractor's instruction at the Contractor's risk; and, if Contractor so directs, will be returned at its expense. If inspection discloses that part of the goods / supplies or equipment received is not in accordance with the District's specifications, the District shall have the right to cancel any unshipped portion of the order. Payment for goods/supplies or equipment prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the District may have against the Contractor. The District may reject nonconforming goods / supplies or equipment. The District will not be required to accept replacements of substitutes or permit cure of defects in any goods / supplies or equipment rightfully rejected. Contractor expressly warrants that all the work to be performed and services to be provided under the Contract will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained, and qualified personnel. Contractor further represents and warrants that it is the owner of or otherwise has the right to use, distribute, and license or sublicense all materials and methodologies used in connection with providing the services and products which are the subject of the Contract, and that such materials and methodologies shall not infringe any copyright or other right of a third party.

Deliveries:

The location of deliveries will be detailed on the RFP or Bidding document. Normally, deliveries are made to warehouse locations. However, in the event the delivery is to specific site(s) within the District then the items must be placed at that point within the building as directed at the place of delivery. The weight, count, measure, et cetera, will be determined as received at the point of delivery. The Contractor will be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets. Mixed loads of more than one item, color, size, etc. must be sorted or segregated on the skid or pallet and clearly marked. Contractors should advise their delivery services that the District will not provide help to unload goods / supplies. Deliveries to the District warehouse shall be made between the hours of 8:00 A.M. and 3:30 P.M. on weekdays. Deliveries to places other than the warehouse shall be made between the hours of 8:00 A.M. and 3:30 P.M. on weekdays after appointments have been made with the individual site. All goods / supplies and equipment must be securely packed in uniform containers and delivered without damage or breakage in units as specified by the order or contract.

NIMAS (PUBLISHERS & DISTRIBUTORS OF PUBLISHED ITEMS): By agreeing to deliver the materials marked with NIMAS on a purchase order, the publisher / distributor agrees to prepare and submit, within thirty (30) days, a NIMAS file to the NIMAC that complies with the terms and procedures set forth by the NIMAC. Should the vendor be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the publisher of its obligation to submit NIMAS file sets of the procured products to the NIMAC. The files will be used for the production of alternate formats as permitted under the law for students with print disabilities.



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Payment:

Contractor shall submit to the District all invoices within promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under the contract. Invoices shall not include any costs other than those identified in the executed District purchase order awarding the contract or any subsequent change orders issued by the Procurement Specialist. All shipping costs are the Contractor's responsibility, except to the extent such charges are identified in the executed District purchase order or change orders. Contractors' 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);
- The RFP or Bidding document number and / or the District Purchase Order number

Payment terms offering a "prompt payment discount" of twenty (20) days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty-five (45) calendar days. The Contractor 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. ***The District reserves the right to pay all invoices using a procurement or virtual charge card.***

Termination or Cancellation:

In order to protect the vested interests of the District, and to ensure the efficient utilization of dollars, Contractor shall comply with all contractual obligations contained in the District's General Terms and Conditions, any Special Terms and Conditions, District's RFP or Bidding document, Contractor's Proposal/Bid as accepted by the District, the resulting Contract, and The Scope of Services pertaining to the specific good /supply or service being procured. With respect to these obligations, the District will report any non-compliance issues to the Contractor for corrective action. Continued non-compliance by the Contractor shall be the District's justification for placing the contract on probation status or termination. In the event that the Contractor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the goods / supplies or services from the next lowest Proposer/Bidder or from other sources during the remaining term of the terminated/defaulted contract. In the case of termination, costs shall be prorated to the date of termination. With the mutual agreement of both the Contractor and the District, upon receipt and acceptance of not less than thirty (30) days' written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party. 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 non-breaching party shall give thirty (30) days' notice of the breach to the breaching party and, if after notice the breaching party fails to remedy the breach, the contract may be terminated by the non-breaching party. In the event of the filing of a Petition in Bankruptcy by or against the Contractor or an assignment is made for the benefit of its creditors, the District shall have the right to terminate the contract by providing fifteen (15) days' notice of its intentions to terminate. If funds anticipated for the products or services become unavailable for any reason, the District shall have the right to terminate the contract without penalty by giving not less than ten (10) days written notice documenting the lack of funding. Finally, the District may terminate the contract at any time for any reason by providing thirty (30) calendar days' notice if it is deemed in the best interest of the District.



GENERAL CONDITIONS FOR THE PROCUREMENT OF PRODUCTS & SERVICES

Severability: The parties agree that if a dispute between the parties arises out of their agreement, they would want the court to interpret the agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

Governing Laws:

All claims relating to RFPs, Bidding documents, contracts, purchase orders or agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law. 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 person's acts, votes, opinions, judgment, or exercise of discretion with respect to the person's duties. Section 68B.22 governs the offering, solicitation, and acceptance of gifts by public officials. The laws of Iowa require that at the conclusion of the Proposal/Bid opening the contents of the Proposals/Bids be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Proposer/Bidder as public information, unless marked as confidential. Only trade secrets or proprietary information that are recognized as such and are protected by law, or other information deemed confidential under the law, may be marked as confidential. The District's release of information is governed by Iowa Code Chapter 22. Proposers/Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal/Bid. Proposers/ Bidders are advised that the District does not wish to receive confidential or proprietary information and Proposers/Bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Proposal/Bid as confidential will be deemed non-responsive and disqualify the Proposer/Bidder's Proposal/Bid. The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state or federal courts located in the State of Iowa.

District's Non-Discrimination Policy:

It is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have (or your child has) been discriminated against or treated unjustly at school, please contact the Chief of Human Resources at 2100 Fleur Drive Des Moines, IA 50321, 515-242-7662.



GENERAL CONDITIONS FOR THE PROCUREMENT OF PRODUCTS & SERVICES

Disposition of Information:

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

Audit or Examination of Information:

Contractor agrees that any authorized District representatives, authorized auditor, the Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Contractor relating to the orders, invoices, or payment of the contract. Contractor shall retain all such records for at least three (3) years or for such longer period of time as required by law.

Copyrights:

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

Release of Claims:

By submitting a Proposal/Bid, the Proposer/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 Proposer/Bidder with pertinent information as intended by the request. The District is not responsible for any expense incurred by the Proposer/Bidder in preparing and submitting a Proposal/Bid, taking any action in connection with the selection process, or for the costs of any goods or services provided prior to the execution of a contract with the selected Proposer/Bidder.

Alteration of Terms:

No amendment of these terms and conditions or other contract documents will be effective unless it is in writing and signed by both parties.

Each shipment received by the District from a seller shall be deemed to be only upon the terms and conditions contained in the specifications, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form used in the procurement relationship, and notwithstanding the District's act of accepting or paying for any shipment or similar act of the District. Any conflict between the provisions of the District's General Terms & Conditions, Special Terms & Conditions, and RFP or Bidding document and the Vendor's Proposal/Bid documents, including any Vendor standard sales agreement, will be resolved in favor of the District's documents except as may be otherwise agreed to in writing by the District.

Quotations:

The District will conduct quotation requests in the same manner as detailed above with the exception of Board approval. Quotations will be under the spend threshold and therefore will only require the Procurement Specialist and the requesting departments review and authorization / award. The District reserves the right to conduct quotation in written or telephonic communication.



GENERAL CONDITIONS FOR THE PROCUREMENT OF PRODUCTS & SERVICES

Construction Procurement:

All construction / facilities improvements will be made in accordance with Chapter 26 of the Iowa Code and any other applicable law. Terms and Conditions for this type of procurement will be part of the bid documents and will be adapted to the individual bid request, as applicable.