



NO: B6263
DATE ISSUED: 12/8/2010
DATE DUE: 12/22/2010
TIME: 3:00 p.m.

NOTICE TO BIDDERS

Sealed bids will be received **(in sealed envelopes with bid number clearly marked on the outside)** by the Purchasing Agent of the Des Moines Independent Community School District at his office, Division of Purchasing, Des Moines Independent Community School District, 1915 Prospect Road, Suite 130, Des Moines, Iowa 50310, until 3:00 p.m. on December 22, 2010 for furnishing the following, according to the specifications now on file at the Division of Purchasing:

TECHNOLOGY HARDWARE & INSTALLATION

The award of contract may be made by the Board of Directors of the Des Moines Independent Community School District to the lowest responsible bidder meeting the specifications. The right is reserved to reject any or all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interests of the Des Moines Independent Community School District.

All bids will be governed by applicable provisions in the Iowa Code and Board Policies.

Secretary of the Board
Des Moines Independent
Community School District



FORM OF PROPOSAL

Des Moines Independent Community School District
Division of Purchasing
1915 Prospect Road Suite 130, Des Moines, IA 50310
Phone (515)242-7751 Fax (515)242-7550

No: B6263
Date Issued: 12/08/10
Date Due: 12/22/10
Time: 3:00 p.m.

SEALED BIDS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, THE DATE AND TIME ABOVE STATED AND THEN PUBLICLY OPENED FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT AND/OR SERVICE F.O.B. DESTINATION. Mark Mattiussi, Purchasing Agent

Item No.	Quantity	Unit	Description	Unit Price	Amount
<u>Technology Hardware & Installation</u>					
001	1	Ea	EVA4000 Hardware Provide Warranty Information: _____	\$ _____	\$ _____
002	1	Ea	Installation Per Scope of Work, Specifications, Special & General Terms & Conditions Attached Provide Guarantee Information: _____	\$ _____	\$ _____
				TOTAL	

The undersigned bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. In compliance with the above invitation for Bids, and subject to all the terms and conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ calendar days from the date of the opening, to furnish any and all of the items upon which prices are quoted at the price set opposite each item, delivered at the point specified and unless otherwise specified within _____ calendar days after receipt of order. Delivery shall be to the Des Moines Independent Community School District between the hours of 8:00 a.m. and 3:30 p.m. at: DMPS Technology, 1915 Prospect Road, Des Moines, Ia. 50310

Bidder _____ Street Address _____

By _____ City _____ State _____ Zip _____
(Signed)

Title _____ Phone _____ Fax _____

SUBJECT TO THE TERMS AND CONDITIONS HERETO ATTACHED. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED.

**SCOPE OF WORK & SPECIAL TERMS / CONDITION FOR:
EVA4400 PURCHASE & INSTALLATION
B6263**

General

The Des Moines Public School District is currently seeking to purchase and install an EVA 4000 system

Scope of Work

SYSTEMS BUILD

Phase (EVA)

Connections to the HP SAN: (Bidder Responsibility)

- EVA's
 - Servers with Fibre Channel Connectivity (with MPIO connections)
 - Fibre Switches
 - Ports per Switch
 - Ports Populated
 - iSCSI Connectivity Kits
 - Continuous Access Arrays
 - Bidder to connect hosts to SAN Fibre Channel
 - Bidder to connect hosts to SAN iSCSI
 - Bidder to migrate hosts' data to SAN **during** normal business hours
 - Bidder to migrate hosts' data to SAN **after** normal business hours

Pre-Installation Consulting and Planning: (Bidder Responsibility)

- Prior to commencing work the Bidder's Engineer and/or a Project Manager will contact the District.
- Review the implementation activities to be performed, ensure that the prerequisites are met, explain the extent of the District-specific tailoring available, explain the roles and responsibilities of the District's personnel, and agree on the corresponding project schedule.
- The District will provide the hardware to be configured according to the HP SAN specifications.

CONFIGURATION & SETUP

Phase (EVA) (Bidder Responsibility)

- Install Fibre Channel switches.
- Install HBA in The District-provided servers.
- Install Command View on The District-provided hardware.
- Initialize controllers.
- Update firmware as needed.
- Configure Zoning on Fibre Channel switches.
- Initialize San Management Subsystem.
- Configure Disk Groups.
- Setup Notification and SNMP strings.
- Update all passwords on SAN devices.
- Installation of the District-optional SAN management software.
- Install EVA shelves and controllers in The District-provided rack.
- Attach EVA cables.
- Configure FC connections to existing switches in C7000.

TESTING

Phase (EVA) (Bidder Responsibility)

- Install a HBA in a District-provided test server (host).
- Install and Configure Multipathing Software.
- Configure zoning of the Fibre Channel switches for the host to see the SAN.
- Add the test server as a Host within Command View.
- Create a virtual disk in Command View and present it to the host server.
- Validate from the host server that it can view all the disks and paths.
- Format and assign a drive to the new virtual disk.
- Perform Snap/Clone functionality if the District purchased this option.

KNOWLEDGE TRANSFER

Phase (EVA) (Bidder Responsibility)

- Provide overview of the Command View management home page.
- Install and configure an HBA in the The District-provided server.
- Install and configure Multipathing software on the server.
- Provide overview of the Fibre Channel switch management page.
- Create Zone for the Fibre Channel Switch.
- Add a host to the Command View.
- Create a virtual disk for the host and present it to the host.
- Validate disk and paths for the host using Multipathing software.
- Format and assign a drive to the virtual disk.
- Demonstrate the Snap/Clone functionality if option was purchased by the District.
- Demonstrate the Snap/Clone scripting functionality if purchased by the District.
- Walk through changing all passwords on SAN devices to The District specified passwords.

DEPLOYMENT

Phase (EVA)

- The District will install and configure the remaining servers for presentation to the SAN.

DOCUMENTATION

Phase (All) (Bidder Responsibility)

- Project Overview Report
- Visio diagram (if applicable)

Phase (EVA) (If not specifically mentioned as District responsibility then it will be the responsibility of the bidder)

- SAN scan.
- Brocade SAN health report or SAN visibility report (if not Brocade).
- License files.
- Baseline EVA, switch configs, "Support Show".
- EVA support document.
- The District is responsible for providing a single point-of-contact for Bidder personnel throughout the project.
- The District is responsible for notifying their managers and users of the installation date and potential down times associated with this project. This includes notifying managers and users of any risks associated with this project.

DOCUMENTATION (Continued)

- The District is responsible for providing dedicated power circuits, suitable space for placement of the equipment in a secure location and providing Bidder with floor plans and/or electrical drawings, as needed.
- If The District requests additional equipment or services outside of the original order, The District will be required to follow Company's change order control process.
- The District is responsible for all costs associated with third-party issue resolutions and delays not contracted by Company.
- The District is responsible to ensure all of its electronic files and other data are adequately duplicated, documented and protected.
- Bidder recommends that the District changes any user ID's or passwords that were implemented or disclosed during project implementation.

PROJECT COORDINATION

- Bidder will provide a kick off meeting at the start of the project.
- Bidder will track equipment.
- Bidder will schedule the required resources for project completion.
- Upon completion of the project, a notice of project completion will be delivered.
- Bidder will procure, inventory and deliver the equipment ordered for the District. If the District requests additional equipment or services, a change order will be required.
- Equipment delivered to the District will require District Project Manager's signature and becomes the sole responsibility of the District. Any equipment shipped to the District and then is missing at time of installation will need to be replaced by the District at an additional cost. The District will provide Bidder with access to a secured location at the District's facilities for delivery of the equipment.
- If the District requests additional equipment or services outside of this Agreement, a Change Order will be required which may result in additional charges.
- The District will provide building access for equipment delivery and installation. The Bidder will make every attempt to work with The District's schedule for new building construction or remodeling. The District will be responsible for Time & Material charges incurred for extra trips required by third-party vendor delays.
- It is the District's responsibility to notify the Bidder prior to the ordering of equipment or any applications, databases, or other software/hardware that is required to interoperate with the proposed equipment. The Bidder is not liable for the functionality of any components not specifically addressed in this scope of work.
- The District will be invoiced for the equipment upon delivery per contract terms.
- The District will be able to contact a Call Center, 7 days a week, 24 hours a day. Tickets will be opened and resources will be scheduled. Support will be charged at the standard applicable rate, unless emergency services are requested, in which case emergency rates will be charged. Standard manufacturer's warranties are provided on all equipment.
- The District is responsible for ensuring that all licensing is up-to-date for any software being supplied by The District. The Bidder may reserve the right to verify licensing on any software provided by The District prior to installation.
- The District is responsible for Operating System licenses.

MISCELLANEOUS

- Bidder is not responsible for software and hardware connections not identified as part of this scope.
- Bidder will not be held accountable for modifications, new development, or new vendors not identified by The District before the signing of the contract.
- Bidder will not be responsible for missed plan milestones due to The District's failure to provide timely and/or accurate information.
- Bidder will not be responsible for third-party vendors (not contracted by Bidder) regarding issue resolution, delays and costs impacting the completion of the plan.
- Bidder will not be responsible for disconnecting The District's circuits, unless otherwise specified.
- Bidder will not be responsible for reconstructing data stored on disk files, tapes, memories, scheduling, etc.
- Bidder will be allowed to test during normal business hours. The District will need to notify the Bidder if this is not acceptable. A Change Order will need to be completed and approved to arrange additional resource scheduling for after-hours labor that is not considered to be part of this scope of work.
- The District will have a management structure in place and available to resolve any project related issues.
- Information provided by The District is accurate and complete.
- Plan Milestones are dependent upon availability of equipment provided by all third-way parties.

Project Coordinator

All requirements will be coordinated with Robert Bledsoe, DMPS Technology Department.

Conflicts between terms

The District reserves the right to accept or reject any exceptions taken by the bidder to the terms and conditions of the bid proposal. The bid and the resulting award and activities shall be construed in accordance with the policies and procedures of the District. When differences exist between statutes and regulations affecting this procurement, interpretation shall be in favor of the best interest of the District. Any action relating to the resulting award shall only be commenced in Polk County, Iowa District Court or the United States District Court for the Southern District of Iowa.

Bid Response

All bid responses must include:

- Form of Proposal completed and signed
- Manufacturer's Technical information sheet (if required)
- Initialed Term & Conditions

Your bid must be received at:

Des Moines Public Schools
Purchasing Department
1915 Prospect Road
Suite 103
Des Moines, Iowa 50310

By the time and date specified on the Form of Proposal and sealed in an envelop with the bid number clearly marked on the outside of the envelop.

Addenda

Any and all interpretations, corrections and amendments shall be issued by the District's Purchasing department to all holders of proposal documents in the form of written addenda. All addenda so issued shall become part of the bid documents and shall be acknowledged in the bid response package.

Inquiries

All inquiries concerning this Form of Proposal must reference the bid number and be made in writing to Attn: Mark Mattiussi, Purchasing Agent and faxed to 515-242-7550 or emailed to: mark.mattiussi@dmps.k12.ia.us a minimum of seven (7) calendar days prior to the bid due date. Answers to all questions will be forwarded to the respective bidders in the form of written correspondence. In all cases, no verbal communication by any party shall override written communications from the District.

Pricing

Bidders pricing shall be FOB (freight cost included in the price of the fixtures) Des Moines, Ia., and shall be firm through the contract period. The submitted price for the hardware and installation shall be the total cost to the District no other costs will be accepted.

Signature

The bid shall be signed by an officer or designated agent empowered to bind the firm. Failure to sign the Form of Proposal will be grounds to reject the bid.

Withdrawal of Bid

Bids may be withdrawn anytime prior to the scheduled closing time for receipt of bids, with signed letter from an officer or duly assigned designate of the offering bidder.

Rejection of Bids

The District reserves the right to accept or reject any / or all bids, and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

Award of Bid

The District reserves the right to reject any and/or all bid proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the best interests of the District. The District shall issue a purchase order upon review of all proposals received, meeting specifications and requirements to the bidder whose proposal best meet those needs. Cost will be a consideration but quality of installation and workmanship will be considered as well, the final decision will be made with the District's best interest in mind. Award is predicated on the approval of the DMPS Board of Directors approval to proceed with the project. The General Terms and Conditions, The Statement of Work, the Bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful Bidder.

Award Requirements

Successful Bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District.

All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the District. The Bidder shall supply competent and physically capable employees in a number that is consistent with the bid requirements. Where required, employees shall be licensed and accredited. The District may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Bidder shall be permitted to use these substances when performing work on District property.

The Bidder shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude.

The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts

The Awardee shall hold harmless, indemnify, and save the District, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Awardee or any of its agents, employees, or representatives. The indemnity applies to either active and passive acts or other conduct.

Delivery

Delivery All orders are to be shipped F.O.B destination. All proposals must include freight costs.

Payment Terms

Payment is normally processed 45 days after receipt of invoice. Invoices must be itemized, reference the District's purchase order number and be submitted to Technology Department as detailed on the purchase order.

Warranty

The bidder will honor all manufacturers' warranties on products sold. The bidder shall warrant all products to be free of defects upon delivery. All products which are found defective within thirty (30) days after receipt shall be replaced "free of charge" or fully credited upon return of the product with a written explanation signed by the Project Coordinator. Bidder shall also guarantee all workmanship of installation.

Cancellation

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

In the event that the Bidder defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract.

In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement is subject to arbitration.

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.

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.

In the event the filing of a Petition in Bankruptcy by or against the contractor, the District shall have the right to terminate the contract by providing fifteen days notice of its intentions to terminate.

If funds anticipated for these services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 10 days written notice documenting the lack of funding. In such case, the contract shall become void on the last day of the fiscal year for which appropriations were received, except if an appropriation to cover the cost of the contract becomes available after termination under this clause or becomes available retroactively to the time during which the funds became insufficient, the District agrees to re-enter a contract with the terminating contractor under the same provisions, terms, and conditions as the original contract.

Assignments

Any purchase order resulting from this proposal shall not be assigned or transferred by either party without the prior written consent of the other party.

Public Inspection

The laws of the District require that at the conclusion of the selection process, the contents of all bids shall be placed in the public domain and be open to inspection by interested parties.

Disposition of Bids

All bids become the property of the District and will not be returned to the bidder.

I have read and understand the specification, special and general terms and conditions_____

Initial

**GENERAL CONDITIONS FOR THE PURCHASE OF SUPPLIES AND EQUIPMENT
FOR THE DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT
DIVISION OF PURCHASING**

1915 PROSPECT ROAD SUITE 224 • DES MOINES, IA 50310

IMPORTANT - READ CAREFULLY BEFORE MAKING BID
THIS BID INVITATION ISSUED BY THE BOARD OF DIRECTORS, DEPARTMENT OF PURCHASING

INVITATION FOR BIDS

Sealed bids will be received by the purchasing agent of the Des Moines Independent Community School District, at his office, Division of Purchasing, Des Moines Independent Community School District, 1915 Prospect Road Suite 224, Des Moines, Iowa 50310, date and time as stated in Form of Proposal for the supplies and equipment described in the detailed specifications hereto attached.

AWARD OF CONTRACT

The award of contract may be made by the Board of Directors of the Des Moines Independent Community School District to the lowest responsible bidder meeting the specifications. The right is reserved to reject any or all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interests of the Des Moines Independent Community School District.

The bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency.

BID FORM

Proposals shall be made on forms furnished by the School District. Each bid must be submitted in a sealed envelope, bearing on the outside the name of the bidder, his address and a description of the supplies or equipment for which the bid is submitted, and must also show the bid number and the date of opening. If the bid is forwarded by mail the sealed envelope containing the bid must be enclosed in another envelope addressed to the Des Moines Independent Community School District, Division of Purchasing, 1915 Prospect Road Suite 224, Des Moines, Iowa 50310.

Bids on separate bid invitations must not be combined on the same form proposal or placed in the same envelope. Bids which are combined may not be considered.

PRICE QUOTATIONS

The bidder shall legibly insert the price per stated unit and the extensions against each item in the schedule herein contained or hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and the extension, the unit price will govern. When class or aggregate bids are called for, the bidder must bid on each item in the class bid upon. Price inserted must be net and must include delivery charges.

Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.

SALES TAX

The School District is exempt from sales tax (Section 422.45 (5), Code of Iowa), and no such amount for sales tax shall be included in the price quotations.

If the bidder includes in his price any state or federal tax which may be refunded, he shall furnish proof as required by law which will enable the School District to obtain any refund or credit to which it is entitled. If an item is to be sold free of federal tax or any other state tax, the seller shall not include such tax in his price and shall furnish all proof required by law to assure that such tax will not be imposed upon the School District.

BID SECURITY

Bid security is typically not required for bids for supplies and equipment, however, no bidder may withdraw a proposal within thirty (30) days after the date set for opening bids, and there shall be no change or withdrawal of bids after they have been awarded.

DEFAULTING BIDDER

In case of default of the successful bidder, or in case the successful bidder fails to make delivery or repudiates the contract, or in case the School District rightfully rejects or justifiably revokes acceptance of supplies or equipment furnished, then with respect to any supplies or equipment involved, the School District may cancel the contract, and recover so much of the price as has been paid, and procure the supplies or equipment from other sources, and hold the defaulting bidder responsible for any excess cost occasioned by his breach or non-performance. In addition, the School District expressly reserves all other remedies afforded under the laws of the State of Iowa.

BID SPECIFICATIONS AND SAMPLES

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. If, however, the bidder proposes similar but not identical items, he must furnish full particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equal and he will be required to deliver the exact article specified.

Bidder shall submit with his bid descriptive literature of equipment or supplies which he proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the Purchasing Department and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the Purchasing Department specifications, and his bid will be evaluated accordingly; that is to say, that attached descriptive literature shall become a part of the bidder's bid. Samples of items if requested shall be furnished without charge and if not destroyed shall, upon request within sixty (60) days after bid opening, be returned at the bidder's expense.

SUPPLIES OR EQUIPMENT

The description or equipment identifications and quality of supplies or equipment to be furnished is specifically set forth in the Special Conditions hereto attached. "Supplies and equipment" shall include those items defined as "Goods" in Section 554.2105 of the Code of Iowa.

QUANTITY

The quantity of supplies or equipment to be delivered is specifically set forth in the Special Conditions of form of proposal hereto attached. The specific quantity ordered must be delivered in full and not be changed without the School District's consent in writing. Any unauthorized quantity is subject to the School District's rejection and returned at the bidder's expense.

DELIVERY

Delivery will be required to be made to depository receiving platform unless the schedule indicates otherwise. Where the schedule provides for direct delivery to schools, 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 points of delivery unless otherwise provided in the schedule or specifications. The contractor will be required to furnish proof of delivery in every instance. Bulk material is to be placed on skids or pallets on the receiving platform as directed by the receiving clerk. Mixed loads of more than one item, color, size, etc. must be sorted when directed by the receiving clerk. No help for unloading will be provided by the School District. Suppliers should notify their truckers accordingly.

Deliveries to depositories shall be made between the hours of 8:00 A.M. and 3:30 P.M. on week days other than Saturdays and holidays. Deliveries to places other than depositories shall be made between the hours of 8:00 A.M. and 3:30 P.M. on week days other than Saturdays and holidays.

All supplies and equipment must be securely packed in uniform containers and delivered without damage or breakage in units as specified in the schedule.

PAYMENT

Payment to the successful bidder shall be provided in the form of proposal, at the time and place set forth herein. It is understood that the cash-discount period will be from the receipt of the supplies or equipment, or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted. Drafts will not be honored.

EXTRA CHARGES

No additional charges of any kind, including charges for boxing, packing, cartage or other extras, will be allowed, unless expressly agreed to in writing in advance by the School District.

WARRANTY SPECIFICATIONS

Seller 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. Such warranty shall survive delivery, and shall not be deemed waived either by reason of buyer's acceptance of said materials or articles or by payment for them. Any deviations from this order of specifications furnished hereunder, or any other exceptions or alterations must be approved in writing by the School District.

CANCELLATION

The School District reserves the right to cancel all, or any part, of the undelivered portion of the goods, supplies or equipment covered by the specifications, if seller does not make delivery as specified, time being of the essence of this contract, or seller breaches any of the terms hereof, including, without limitation, the warranties of seller.

INSPECTION AND ACCEPTANCE

All supplies or equipment shall be received subject to buyer's right of inspection and rejection. Defective supplies and equipment or supplies and equipment not in accordance with buyer's specifications will be held for seller's instruction at seller's risk; and, if seller so directs, will be returned at seller's expense. If inspection discloses that part of the supplies or equipment received is not in accordance with buyer's specifications, buyer shall have the right to cancel any unshipped portion of the order. Payment for supplies or equipment in this order, prior to inspection, shall not constitute acceptance thereof and is without prejudice to any and all claims that buyer may have against seller.

ASSIGNMENT

This contract may not be assigned by seller, without the written consent of the School District.

INTERPRETATION OF CONTRACT

This contract shall be construed according to the laws of the State of Iowa.

ALTERATION OF TERMS

None of the terms and conditions contained in these General Conditions, or in the specifications, may be added to, modified, superseded or otherwise altered, except by written instrument signed by an authorized representative of the School District, and delivered by the School District to the bidder, and each shipment received by the School District from the bidder-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 of the bidder-seller, and notwithstanding the School District's act of accepting or paying for any shipment or similar act of the School District.

WAIVER OF RIGHT TO CURE DEFECTS

The School District may reject nonconforming supplies or equipment. The School District may not be required to accept replacements of substitutes or permit cure of defects in any supplies or equipment rightfully rejected.

EQUAL EMPLOYMENT OPPORTUNITIES

Bidders shall comply with the provisions of the Federal, State and DMISD regulations to ensure that no employee or applicant for employment is discriminated against because of age, race, creed, color, sex, marital status, national origin, religion, sexual orientation, or disability. Bidders shall have an affirmative action plan.

PREFERENCE FOR IOWA MATERIALS, PRODUCTS AND SUPPLIES

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced, within the State of Iowa.

ABILITY TO PERFORM

Upon demand, any bidder for this contract shall furnish evidence in such forms as the School District may indicate, as to his financial ability, prior experience, and ability to perform. No award will be made to a bidder who shall fail to submit such evidence or to a bidder whose statements set forth such evidence and such evidence is found to be untrue. Any statement or declaration made by the bidder which may be found to be untrue, will be sufficient cause for rejecting his bid. 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 bids where evidence submitted is deemed unsatisfactory.

INABILITY TO BID

If for any reason a bid is not submitted, bidders should notify Division of Purchasing in writing that, although they are not bidding on this bid, they desire to have their name retained on bid list for future bids. If either notice or bid is received, bidders may be removed from bid list until further notice.

IOSHA STANDARDS

All materials, and products and supplies offered for purchase by the Des Moines Independent Community School District must meet the standards established by the Iowa Occupational Safety and Health Act of 1972.