

REQUEST FOR PROPOSAL

[RFP#12.2023-75" MIMIOPRO 4 INTERACTIVE FLAT PANEL DISPLAYS]



WARNING: Read this document carefully.

Do not assume that it is the same as other similar posted documents you may have seen from the Dubuque Community School District.

1.0 Intent.

The Dubuque Community School District (hereafter referred to as “**District**”) is seeking sealed quotation proposals from qualified Bidders for interactive flat panel displays to be used in a classroom setting.

1.1 District Profile.

The District reorganized in the early 1960's with the surrounding rural area and now serves a population of over 70,000. The geographical area the District serves is over 245 square miles. The District operates twelve elementary schools, three middle schools, two high schools and an alternative learning campus.

The District has a current enrollment of approximately 9,996 students, as reported in the district’s certified enrollment to the Iowa Department of Education in the fall of 2023.

1.2 Scope of Products and/or Services.

The District is seeking competitive quotes for the following:

75" MimioPro 4 Interactive Flat Panel Display by Boxlight

<https://boxlight.com/products/interactive-displays/mimiopro4>

- The MimioPro 4 Interactive Flat Panel Display by Boxlight will include a minimum five (5) year warranty that starts when the panel is installed and configured to the satisfaction of the District.
- A minimum of one (1) hot swap/advance replacement will be provided. This hot swap/advance replacement will consist of the District being provided one Hot Swap panel to keep on premises for immediate replacement at no additional charge to the District.
- Each panel will include a perpetual license for MimioStudio, a five (5) year license for MimiConnect, a license for the premium version of Boxlight’s Networked Device Management System (NDMS) solution, and all other related software and Apps normally provided by Boxlight with the panel.

The District will **NOT** be entertaining comparable or equivalent hardware, software, and/or services as responses to this request for proposal. Any responses submitted for hardware, software, and/or services not outlined in this request for proposal will **NOT** be considered.

1.3 Specifications and Quantities.

Bidder must provide prices for the following products: ***See the Product Specifications & Quantity Page (Attachment "A") describing the aforementioned hardware, software and/or services being solicited.***

All quantities solicited in this request for proposal is a minimum; however, the District reserves the right to increase or decrease the quantities that is most beneficial to the interests of the District.

1.4 Bidder Requirements.

- a) The price submitted by the Bidder shall include all handling, freight and transportation fees associated with any orders.
- b) Bidder must submit all applicable warranties with the proposal.
- c) Pricing must remain secure for a period of no less than **90** days; however, the Bidder may offer any manufacturer pricing reductions from this fixed price to the District at any time during the contractual term.
- d) Do not include extraneous materials with the proposal. Only materials requested by this RFP are to be included in the proposal package.
- e) All the part numbers or descriptions and quantities in the quote must remain the same.
- f) The District reserves the right to increase or decrease the quantities within the **90**-day period of the proposal without any increase in price per unit.
- g) The District reserves the right to order only specific part numbers from this RFP to suit the needs of the District.
- h) Bidder must ensure all invoices, hardware, software and/or services is deliverable to the District after **June 5, 2024**, and **MUST** arrive before **June 14, 2024**.

NOTE: Quantities of equipment will be shipped to three separate locations in the school district. Building locations and quantities are as follows:

Hoover Elementary School
3259 St. Anne Drive,
Dubuque, Iowa 52001-3998
Quantity - 16

Irving Elementary School
2520 Pennsylvania Avenue
Dubuque, Iowa 52001-3036
Quantity - 21

Table Mound Elementary School
100 Tower Drive
Dubuque, Iowa 52003-8074
Quantity - 20

In the event that a location cannot accept delivery due to an unforeseen circumstance (e.g., personnel unavailable, construction disruption, road closure, etc.) then the equipment quantities will need to be delivered to the District's warehouse facility located at **2300 Chaney Rd., Dubuque, Iowa 52001** as an alternate location.

Failure of the aforementioned (e.g., invoices, hardware, software and/or services) not delivered before the date specified in this RFP may be subject to, as determined by the District, a penalty consisting of 10% of the overall total bid value submitted to the District from Bidder.

This penalty payment will need to be made to the District from the bidder within 30 days after the aforementioned arrival date referenced above.

- i) It is the responsibility of the Bidder to ensure that all addendums are included in the proposal submission. Failure to include addendums could result in the proposal declared unresponsive.
- j) Bidder agrees that the supplies, equipment, and/or services to be furnished shall be covered commercial warranties the Bidder gives to any customer for the same or substantially similar supplies, equipment, and/or services and that the rights and remedies so provided are in addition to, and do not limit, any rights afforded to the District. Warranty period for hardware and software does not begin until it has been installed and configured to the satisfaction of the District. In addition, the Bidder shall warranty support for its product should the Bidder company be purchased by another firm.
- k) The equipment and/or supplies, if so called for, shall be new and unused, of current production, first quality, with the latest design features. It shall be delivered operational and ready for the District usage with all necessary equipment and accessories.
- l) All RFPs must be signed, with the firm named as indicated. An authorized agent of the company making the proposal must sign all proposals. Obligations assumed by such signature must be fulfilled.
- m) Bidders are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions or required services, of this request, no matter how slight.
- n) The accuracy of the proposal is the sole responsibility of the respondent. Bidder will not be allowed to make changes to their submission after the date and time of the request opening due to error by the Bidder.
- o) 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 Dubuque 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.

- p) If necessary, the Bidder shall supply a certificate of insurance evidencing such required insurance coverage prior to commencement of the contract. The Bidder will maintain insurance for the benefit of the District as described in Attachment “C”, attached hereto and incorporated herein by this reference.

Refer to Insurance Requirements Page (Attachment “C”).

- q) If necessary, the successful Bidder will undergo background checks for any, and all, employees who require physical access to any of the District’s locations. These background checks will be at the expense of the Bidder.

Refer to Non-Discriminatory Employment Page (Attachment “D”).

- r) Bidder is required to complete the ***Acknowledgement of Request for Proposal Form (Attachment “F”).***
- s) Shall include references of two or three current clients (PreK-12 Iowa schools, preferred) using the same (or equivalent) products and/or services solicited in this RFP that District personnel may elect to contact.

1.5 Pricing.

The proposal must be completed using the district-supplied **Pricing Page (Attachment “B”).** Use of an alternate proposal form, e.g., company quotation form or alteration of the district’s form may result in disqualification of the respondent’s proposal.

This Pricing Page is to be included with the Bidder’s quote. The Pricing Page must show unit pricing, extended pricing, and a grand total. When there is a discrepancy of the extended or grand totals, the unit price will prevail.

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

1.6 Unspecified Value Add Offerings.

The Bidder may elect to list any items or services, as attachment(s), in addition to those required by the attached specifications, offered as part of your proposal, and included in your proposal pricing, if any.

1.7 Responses.

Responses should be received by the District **before 12:00 PM CST on Monday, January 22, 2024.** One original proposal, one copy, and one digital copy (PDF format on a flash drive) of the RFP must be submitted in a sealed envelope to:

Dubuque Community School District
c/o: Sarah Pfab
2300 Chaney Rd.
Dubuque, IA 52001

The outside of the envelope must be clearly marked with
“RFP#12.2023-75” MimoPro4 Interactive Flat Panel Displays”.

Hard copies of the bid should be held together in a manner that can be easily taken apart.

Bidders are cautioned to write all descriptions and prices clearly, so there is no doubt as to the intent and scope of the proposal. In the event of price discrepancy, unit price will prevail. All itemized costs must be included in the grand total.

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).

If necessary, regarding the use of subcontractors/partners for this proposal and/or project, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the District will contract solely with the Bidder, therefore subcontractors/partners remain the bidder’s sole responsibility.

All contacts/questions regarding this RFP during the submittal preparation and/or evaluation period **must** be done by email to directed to Coby Culbertson, 2300 Chaney Rd., Dubuque, IA 52001, or you could email the questions to cculbertson@dbqschools.org.

This restriction does not apply to:

- The District initiated communications by evaluation committee only to satisfy clarification questions as part of the stage one evaluation process.

and/or

- Scheduled product demonstrations and Bidder interviews during the second stage evaluation process.

All questions relating to the technical aspects of this RFP should be directed to Coby Culbertson, 2300 Chaney Rd., Dubuque, IA 52001, or you could email the questions to cculbertson@dbqschools.org.

1.8 Schedule of Payment.

All payments for the District need to be approved by the District’s Board of Education; approval usually occurs thirty (30) days after the invoice(s) from the Bidder is received. Depending on when the invoice(s) is received, or the scheduling of the regular board meeting, it could take up to sixty (60) days for payment to be issued once approved by the District Board of Education.

The District may plan to pay the Bidder using a procurement or virtual credit card, electronic funds transfer, or by issuing a purchase order and the Bidder must accept one of these forms of payment.

1.9 Indemnification.

The Bidder agrees that it will protect, defend, indemnify and hold harmless the District, its officers, directors, employees, agents and representatives and each of them against all loss, demand, claim and expense (including reasonable attorney fees and expenses, whether or not suit is filed) incurred due to loss of or damage to tangible or intangible property (including, without limitation, electronically stored data) or injury to or death of any person arising from or relating to the materials, goods or services furnished or performed by the Bidder in its performance of the Contract, except to the extent such loss, damage, injury or death was caused by gross negligence or willful misconduct of the party otherwise to be protected, defended, indemnified or held harmless.

2.0 Right of Removal.

The District shall have the right to require the removal of any employee, agent, representative or contractor of the Bidder from premises of the District or performance of the Contract, immediately or upon such notice as the District, in its sole discretion, deems reasonable, if in the sole judgment of the District the conduct of or performance by such individual poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District.

2.1 Right of Termination.

The District shall have the right to terminate the Contract if the Bidder fails to cure any default within 30 days after written notice of default, and provided, further, that the District may terminate the Contract immediately, without prior notice, if in the sole judgment of the District the continued performance of the Contract poses a risk of harm to any student, staff member or tangible or intangible property (including, without limitation, electronically stored data) of the District or to any other person or property lawfully on the premises of the District. If the District terminates the Contract according to this Section 3, it shall give prompt written notice of termination to the Bidder.

2.2 Express Warranty.

The Bidder shall warrant and represent that all goods, equipment, software, and materials furnished by the Bidder in performance of the Contract shall be reasonably fit for the ordinary purposes thereof, shall be free from known defect in finish, condition, or function, and shall perform substantially as described in any literature, manual or other documentation furnished

in connection therewith, and that all services to be performed by Bidder shall be rendered in a good and workmanlike manner.

2.3 Limitation of Action or Venue.

There shall be no provision of the Contract requiring arbitration or mediation, barring legal action by the District, or limiting the time period within which action may be brought by the District to a period shorter than the time provided by the applicable statute of limitations according to the Code of Iowa. There shall be no provision requiring action in any venue or jurisdiction other than the Iowa District Court in and for Dubuque County or the United States District Court for the Northern District of Iowa.

2.4 Conflicts of Interest.

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.

2.5 Proposals.

The District reserves the right to waive any irregularities, reject any or all proposals, and modify or negotiate all proposals received in conjunction with this Request for Proposal, and to enter such contract or contracts as shall be deemed in the best interests of the District.

The District reserves the right to reject proposals or parts thereof for the following reasons:

- a. The Bidder misstates or conceals any material fact in their submission.
- b. The Bidder's submission does not strictly conform to the law or requirements of the request.
- 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 Scope of Products and/or Services.
- d. The proposal has not been properly executed by signature of an authorized representative of the respondent.

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.

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 is opened.

The award will be made to the Bidder that best meets the needs of the District based upon the evaluation criteria, ***Refer to Evaluation Criteria Matrix Page (Attachment “E”)*** as defined by the District. The District is not required to award the lowest cost proposal.

The District reserves the right to:

- a) Reject any, and all, proposals submitted by prospective Bidders.
- b) Re-advertise this solicitation
- c) Hold open or closed bid openings
- d) Postpone or cancel the process for this solicitation
- e) Determine the criteria and process whereby proposals are evaluated and awarded.
- f) Rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness.
- g) Reserves the right to perform the installation of the equipment itself or through a subcontracted firm.

If, because of this request for proposal, district personnel recommend to the District’s Board of Education the Bidder be awarded the bid/contract and is approved; the Bidder understands, and acknowledges the following:

- This acceptance of a proposal is predicated on the total dollar amount to complete the product and/or services solicited by this RFP and the District’s ability to secure adequate funding.
- In the event, adequate funding is not available regardless of funding source (e.g., grants, district allocations, eRate, etc.); the District will not authorize the purchase or award a contract. If funding is available, the Board of Education for the District shall award a bid/contract to the proposed Bidder.
- If the Board of Education does not approve the appropriation of funds, the District shall a) suspend the purchase or contract until funds are available and approved by the Board of Education or b) terminate the purchase or contract for lack of funding.

2.6 Disclosure of Information Content.

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Bidder as public information. Iowa Code chapter 22 governs the District’s release of information. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a response. Bidders are advised that the District does not wish to receive confidential or proprietary information and Bidders are not to supply such information except when it is necessary.

Pricing information cannot be considered confidential information.

Finally, identification of the entire submission as confidential will be deemed non-responsive and disqualify the Bidder's submission.

2.7 Disposition of Information Packages.

All response become the property of the District and will not be returned to the Proposer at the conclusion of the selection process; the contents of all responses 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.

2.8 Audit or Examination of Bid or Contract.

Bidder agrees that any authorized auditor, the Office of Auditor of the State, and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Bidder relating to the orders, invoices, or payment of this contract.

***Note:** The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Bidder hereby agrees to retain all books, records, and other documents relative to this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Bidder and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.*

2.9 Copyrights and Intellectual Property.

By submitting a response, the Bidder 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 Bidder consents to such copying by submitting a response 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 response.

3.0 Release of Claims.

By submitting a response, the Bidder agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Bidder with pertinent information as intended by this request.

3.1 Time is of the Essence.

If awarded, it is to be understood that time is of the essence and that the Bidder will be required to perform work within the allowable time set forth as mutually agreed upon. The District and the Bidder shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule. The Bidder understands that they may be asked to work around school schedules to avoid impacting the delivery of instruction and other day-to-day operations necessary to education students.

3.2 Right to Accept and Reject Proposals.

This Request for Proposal in no manner obligates the District to an eventual contract for any items described, implied, or which may be proposed, until confirmed by written agreement (and approved by the Board of Education, if necessary) and may be terminated by the District without penalty or obligation at any time prior to the signing of a contract by all parties.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of hardware, software and/or services as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist because of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Bidder.

Additionally, this solicitation does not commit the District to pay any cost incurred by the Bidder or any other party in preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.

If a Bidder has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said Bidder may be disqualified from further consideration of bid submissions in the future.

Attachment "A" – Product(s) Specifications & Quantity Page

[illegible]

Attachment "B" – Pricing Page

Bidder is required to complete this Attachment "B" - Pricing Page as part of the quote. This pricing page must be completed and attached to the Bidder's quote.

Prospective Bidder may request an electronic version of this page to aid in the completion of finalizing their proposal. For an electronic version, please e-mail cculbertson@dbqschools.org to receive a copy of this page in Microsoft Word format.

Failure to comply with the instructions for this pricing page may deem the Bidder's response non-compliant.

Bidder Name:	
Bidder Contact Person:	
Bidder Address:	
Bidder Phone:	
Bidder Fax:	
Bidder E-mail:	

Equipment/Solution Breakdown

Part Number	Product Description	Qty:	Unit Cost:	Extended Cost:
MIMIOPRO754	75" MimioPro 4 Interactive Flat Panel Display by Boxlight	57		
Grand Total:				

If this is proposal is being submitted because of the Universal Service Schools and Libraries Program, commonly known as the E-rate Program; prospective bidders are required to list E-rate eligible costs separately from ineligible costs in accordance with E-rate program.

Warranty Description [Supplemental documentation provided concerning warranty is also acceptable]
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Signature: _____

Printed Name: _____

Title: _____

Attachment “C” – Insurance Requirements Page

1. All insurance policies required hereunder shall be written with an insurer authorized to do business in the State of Iowa. Insurers shall have an A.M. Best rating no less than “A-”, (Excellent).
2. All insurance policies required hereunder shall be endorsed to provide the Dubuque Community School District written notification of at least thirty (30) days prior to cancellation or non-renewal, ten (10) days notification for nonpayment of premium.
3. Bidder shall furnish Certificates of Insurance to the Dubuque Community School District indicating the insurance requirements not less than set forth in this agreement, have been met. Such certificates shall include copies of any policy forms and endorsements that are equivalent, and in lieu of required policy forms and endorsements. Bidder shall be responsible to ensure all its subcontractors and sub-subcontractors performing work or services meet the same insurance requirements, or specified insurance requirement for their respective trade, if listed.
4. Each Certificate of Insurance shall be submitted to the Dubuque Community School District Chief Technology Officer (CTO).
5. At its discretion and on a case-by-case basis, the Dubuque Community School District reserves the right to increase or decrease limits and add or waive insurance coverage and requirements.
6. Failure of the Bidder to provide evidence of minimum limits and coverage or procure required insurance shall not be deemed a waiver of these requirements by the Dubuque Community School District. Failure to obtain or maintain the insurance requirements shall be considered a material breach of this agreement. Limits and coverages indicated are only the minimum requirements, and in no way limit the Bidder’s liability or indemnification obligations contained elsewhere in the agreement with the Dubuque Community School District. In addition to the requirements set forth in this Exhibit, Bidder shall be responsible to procure and maintain any insurance coverage and limits it feels necessary to protect itself.

MINIMUM INSURANCE REQUIREMENTS:

COMMERCIAL GENERAL LIABILITY:

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to a Premises Rented to You Limit	\$ 100,000
Medical Payments	\$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO occurrence form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

1. ISO endorsement CG 20 10 or equivalent endorsement naming the Dubuque Community School District, its officers, directors, employees, agents, and representatives as an additional insured.
2. ISO endorsement CG 20 37 or equivalent endorsement naming the Dubuque Community School District, its officers, directors, employees, agents, and representatives as an additional insured for completed operations. This endorsement shall be maintained for a minimum of two years after completion of the project.
3. ISO endorsement CG 20 01 or equivalent indicating additional insured status for the Dubuque Community School District, its officers, directors, employees, agents, and representatives is primary and non-contributory.
4. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.
5. Governmental Immunities Endorsement (see attached specimen).

CYBER LIABILITY:

Cyber Liability Aggregate Limit	\$1,000,000
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1. Coverage should provide liability, including and not limited to: legal expenses, business interruption, breach of personally identifiable information, cyber-attack, or any other claims that could be brought against the Dubuque Community School District.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS):

Limit Each Claim	\$1,000,000
Total Aggregate Limit	\$1,000,000

1. If claims- made form, policy or extended reporting endorsement must be maintained for a minimum of three years after final completion of the project.
2. Coverage shall be held for three years following completion of the contract, work, or service for the Dubuque Community School District.

BUSINESS AUTOMOBILE LIABILITY:

Combined single limit of	\$1,000,000
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Or

Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$1,000,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

1. Policy shall include Symbol 1 (Any Auto). If no owned autos, hired and non-owned auto liability is acceptable.
2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District.

WORKERS COMPENSATION & EMPLOYERS LIABILITY:

1. Workers Compensation – Statutory – State of Iowa

2. Employers Liability

Bodily Injury Limit Each Accident	\$500,000
Bodily Injury Disease – Policy Limit	\$500,000
Bodily Injury Disease – Limit Each Employee	\$500,000

Workers Compensation shall include the following endorsements: WC 0003 13, Waiver of Our Right to Recover from Others, in favor of the Dubuque Community School District.

Sole Proprietors, Partners and Members must be included for coverage. Executive Officers may not be excluded from coverage.

UMBRELLA OR EXCESS LIABILITY:

Limit Each Occurrence	\$1,000,000
Aggregate Limit	\$1,000,000

Umbrella Liability policy shall be written on an occurrence form using ISO occurrence form CU 00 01 or equivalent form, and include the following endorsements:

1. ISO endorsement CU 24 78 or equivalent endorsement, indicating additional insured status for the Dubuque Community School District, its officers, directors, employees, agents, and representatives is non-contributory.
2. ISO endorsement CU 24 01 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the Dubuque Community School District
3. Umbrella or Excess liability policy shall provide coverage at least as broad in coverage as the following required policies and endorsements: Commercial General Liability, Business Auto and Employer's Liability.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of Dubuque Community School District as an Additional Insured does not waive any of the defenses of governmental immunity available to the Dubuque Community School District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. 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. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Governmental Immunity. The Dubuque Community School 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.
 4. 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 Dubuque Community School 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 Dubuque Community School District.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

Attachment “D” Non-Discriminatory Employment Page

The Bidder and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment without regard to their race, religion, color, sex, national origin, or age. Actions include, but are not limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post notices setting forth the policies of non-discrimination in conspicuous places, available to employees and applicants for employment.

The Bidder and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

The Dubuque Community School District School Board Policy #1001:

Discrimination and Harassment Not Tolerated: Any form of discrimination or harassment can be devastating to an individual, social relationships and sense of self-worth. Therefore, the District will not tolerate discrimination or harassment on the basis of a person’s protected status, such as age, color, creed, disability, gender, marital status, national origin, physical attributes, race, religion, sexual orientation, or socioeconomic status.

Sex Offender Registry:

All references to the “Sex Offender Registry” or “Registry” shall mean the registry described in Iowa Code Chapter 692A (2007) or similar registry in the state where an employee of a Bidder or Subcontractor resides.

Bidder agrees and warrants to the District (District) that Bidder will not employ, utilize, or otherwise permit any employee of Bidder or a Subcontractor or agent who is currently listed on a Registry to perform any work on property owned by or leased to the District.

Bidder agrees to perform a diligent and thorough search of the Registry of the state of residence of an employee to determine if the employee, Subcontractor, or agent is listed on the Registry. Bidder agrees that the search of the Registry will be conducted prior to commencing work on any project of the District.

The Bidder shall incorporate in each subcontract language substantially similar to the above language and will prohibit any employee of a Subcontractor to perform work on District property if the employee is listed on a Registry.

The Bidder agrees for itself and for each Subcontractor to hold harmless and indemnify the District (its director and employees) for the actions of any employee hired by a Bidder or Subcontractor to work on District property who is listed on a Registry and who causes harm to any person on School District property.

The District requires all the names of all subcontractors known, or contemplated, shall be listed. The District must approve all subcontracts and the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all 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.

Attachment “E” Evaluation Criteria Matrix

Evaluation of responses to this request for proposal is based on maximum 50-point rating system where cost of the eligible products or services is weighted the heaviest along with other qualifying factors.

The technique used to evaluate are described below:

<u>Criteria:</u>	Price of the eligible products and services <i>Most heavily weighted factor</i>
<u>Evaluation Value:</u>	25 points
<u>Evaluation Technique:</u>	For each proposal evaluated

$$\text{Cost Score} = \left[\frac{\text{Lowest cost of all bids received}}{\text{Bid cost for this firm}} \right] \times 25$$

<u>Other Qualification Factors</u>	<u>Possible Points</u>
1. Completeness and adherence to the format of the bid solicitation by prospective bidder.	0-2.5
2. Prospective bidder is providing the most up-to-date equipment models or services corresponding with the needs solicited by the District.	0-5
3. Availability of product and/or services to ensure all invoices and hardware is deliverable to the District by the date specified in section 1.5, Item “H”.	0-5
4. The District’s prior experience with prospective bidder.	0-2.5
5. References of other current clients (preferably PreK-12 Iowa schools)	0-5
6. Warranty, equivalency, and support of proposed equipment and/or services being solicited.	0-5

Attachment “F” Acknowledgement of Request for Proposal Form

RFP#12.2023-75” MimioPro 4 Interactive Flat Panel Displays

By submitting a Proposal/Response, the Bidder, on behalf of itself and its Partners and/or Subcontractors acknowledges and agrees that:

BIDDER AUTHORIZATION: The signatories are authorized by the Bidder to make representations for the Bidder and to obligate the Bidder to perform the commitments contained in its proposal/response.

ACCEPTANCE: Submission of any Proposal/Response indicates a Bidder’s acceptance of the conditions contained in this Request for Proposal. The District may discontinue its selection, contract negotiations, or contract award processes with any Bidder if it is determined that the Bidder has not accepted the conditions contained in this Request for Proposal.

Each Bidder, as part of its Response, must submit this document signed by a representative(s) authorized by the Bidder to make representations for the Bidder and to obligate the Bidder to acknowledge and accept the conditions contained in its Response.

Acknowledged and Agreed:

Signature

Print Name

Title

Firm Name

e-mail address

City, State Zip

Phone Number

Date