Des Moines Public Schools
Request for Proposal
RFP8743 Marketing / Advertising Services

NOTICE

The deadline for the submission of proposals is November 22, 2021 at 4:30 P.M. Proposals for Marketing / Advertising Services. Proposals will be received by the District’s Senior Procurement Analyst at his office: 1917 Dean Ave Operations Center Des Moines, Iowa 50316. All proposals must be clearly marked on the face of the sealed envelope “RFP8743 Marketing / Advertising Services”.

Proposers are requested to submit a signed original proposal to the address listed above, as well as, an electronic copy (preferably in a PDF format) via the district’s online system @ https://dmschools.procureware.com/home

Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>10/25/2021</td>
</tr>
<tr>
<td>Onsite Clarification Deadline</td>
<td>11/12/2021</td>
</tr>
<tr>
<td>Proposals due</td>
<td>11/22/2021</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

I. Introduction  
II. Background  
III. General Terms and Conditions  
   A. General  
   B. Clarifications and Modifications  
   C. Pricing  
   D. Preparations and Submission  
   E. Conflicts of Interest  
   F. Modification or Withdrawals of Proposal  
   G. Evaluation of Proposals  
   H. Selection Process  
   I. Award of Contract  
   J. Termination or Cancellation  
   K. Severability  
   L. Bribery, Corruption and Gifts  
   M. Disclosure & Disposition of Content Information  
   N. Audit or Examination of Contract  
   O. Copyrights  
   P. Release of Claims  
IV. Scope of Work  
V. Proposer Information  
VI. References  
VII. Exceptions  
VIII. Form of Proposal  
IX. Exhibits  

Page 3
Page 3
Page 3
Page 3
Page 4
Page 4
Pages 5-6
Page 6
Page 6
Pages 6-7
Pages 7-8
Pages 8-11
Pages 11-12
Page 12
Page 12
Page 13
Page 13
Page 13
Pages 14-15
Pages 16-19
Page 20
Page 21
Page 22
Pages 23-25
I. INTRODUCTION

The District encourages all prospective providers to examine this request carefully. Qualified proposer are asked to submit responses, which meet the requirements of this request via our online system @ https://dmschools.procureware.com/Login by the date and time specified. The District expects the provider of the requested products and services to be highly experienced, a leader and innovator, and be able to provide the highest quality of products and services.

II. BACKGROUND

Des Moines Public Schools (District) is Iowa’s largest provider of PK-12 education, serving 32,000 students at 60 schools throughout the state’s capitol city. The District offers students and families a wide range of educational opportunities, some not available elsewhere in the state, such as: Central Campus, a nationally-recognized career and technical education center; Central Academy, one of the nation’s top-ranked schools for Advanced Placement courses; Virtual Campus, the only Iowa-developed online school for students in grades 6-12; Iowa’s first International Baccalaureate schools; four dedicated preschool centers; and two elementary schools in the downtown business district. The District is also one of Iowa largest employers, with 5,000 people working in support of students and families. This includes thousands of licensed educators along with a wide variety of non-educators, from financial and technology professionals to craftspeople and custodians and mechanics to food service staff and bus drivers.

III. GENERAL TERMS AND CONDITIONS

A. General

1.) Proposers shall make all investigations necessary regarding the service as required by the solicitation. No plea of ignorance by the Proposer 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 Proposer. All information regarding this Request will be posted on the District website @: https://dmschools.procureware.com

2.) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.

3.) Proposers are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions or required services, of this submission no matter how slight. (See VIII. EXCEPTIONS)

4.) Proposers are advised that the District endorse the participation and utilization of local contractors in its procurement effort. Accordingly, proposals of equal price and quality will be awarded to Proposer residing within the Des Moines, Iowa area when available. This policy does not prohibit Proposers who reside outside of the area from participating in the procurement process as long as the Proposers can offer services at competitive pricing.

3
B. Clarification and Modifications

1.) Where there appears to be variances or conflicts between the General Terms and Conditions and the Scope of Work (SoW) outlined in this solicitation, the SoW shall prevail. General Terms and Conditions can be found @ https://cdn.dmschools.org/wp-content/uploads/2020/10/General-Terms-n-Conditions-New-2020.pdf

2.) If any Proposer contemplating submitting a solution under this solicitation is in doubt as to the true meaning of the requirements, the Proposer must submit a written request for clarification to the District’s Senior Supply Chain Analyst by the date designated by the Calendar of Events by submitting such inquiry through the District’s online system @ https://dmschools.pro cureware.com.

3.) The Analyst will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District’s procurement system. A list of all inquiries and responses will be posted online at the above stated website within two working days of the close date for inquiries.

4.) The District shall issue a written addendum if substantial changes, which affects the technical submission of proposals, are required. A copy of the addenda will be posted online at our website: https://dmschools.pro cureware.com. The Proposer shall certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents and the addenda, the addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

1.) If the Proposer is awarded a contract under this solicitation, the prices proposed shall remain fixed and firm during the term of the solicitation review and any subsequent contract; provided, however, that the Proposer may offer incentive discounts from this fixed price to the District at any time during the contractual term.

2.) Proposers shall not include Federal, State or applicable local excise or sales taxes in submission prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request.

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

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

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

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

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

5.) The Proposer on their submission shall provide unit prices. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

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

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

8.) Information packages should not contain promotional or display materials unless specifically required in the SoW section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the Request must be answered clearly and concisely.

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

10.) The District reserves the right to waive all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.
11.) To facilitate the evaluation of the proposal, Proposer is to number all pages of its proposal and provide tabs as indicated below.

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

E. **Conflicts of Interest**

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

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

3.) In the event that this Request requires consulting services which may ultimately lead to the purchase of other products or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future.

4.) Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise, 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, and judgment or exercise indiscretion with respect to the employee’s duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

F. **Modifications or Withdrawals of Proposal**

1.) Proposals may be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the opening or submitted online at [https://dmschools.procureware.com](https://dmschools.procureware.com). Each hard copy modification submitted to the District’s Procurement staff must have the Proposer’s name and return address and the applicable proposal number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Procurement staff will be considered the valid modification. A duly authorized agent of the submitting company must sign all requests for modifications.

2.) Proposals may be withdrawn prior to the time and date set for the solicitation opening. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company or removed from consideration by visiting the District’s online system @ [https://dmschools.procureware.com](https://dmschools.procureware.com).

G. **Evaluation of the Proposal**

1.) The District reserves the right to reject any and/or all proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the **best interests of the District.**
2.) The District retains the sole right to develop and utilize the evaluation methodology and scoring system to grade this proposal.

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

4.) 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.

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

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

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

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

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

H. Selection Process

1.) The District’s procurement personnel will perform an initial evaluation to determine if all of the mandatory requirements have been addressed. Proposers must be able to demonstrate their ability to perform the required services by answering all the questions and as well as by completing the Proposers Information Form (Section V). Failure to comply with these mandatory requirements may result in their submission being rejected.

2.) As mentioned in G. Evaluation of the Proposal, the District will develop an evaluation and scoring matrix to be used by selected District personnel to review and grade each proposal.
3.) Upon completion of the grading process, the committee may select the top Proposer(s) and conduct personal interviews or request a formal presentation be conducted before the evaluation committee.

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

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

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

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

I. Award

1.) The District shall select the Proposers, which, in its opinion, has presented the best response, and shall award the contract to those Proposers, which is deemed in the best interest of the District.

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

3.) The District retains the sole right to select the successful Proposers it deems is in its own best interest.

4.) At the conclusion of the process, the successful Proposers will be asked to execute a service agreement.

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

6.) **Insurance Requirements (if required):** Successful Proposers shall submit to the District certificates of insurance, prior to beginning service under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, with an A.M. Best rating of B+ or greater and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District. The District also requires the Additional Insured, Governmental Immunities, Cancellation, and Material Change Endorsement (See Exhibit B below). The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this Request. The coverage shall be written with a limit not less than $1 million for any one claim, with an aggregate not less than $3 million for all claims in a policy period.
The successful Proposers must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims.

If this policy covers other activities or services for other clients. Other forms of insurance, which must be maintained during the entire term of the contract and any extensions, shall be of the following forms and limits and should be considered when submitting a proposal:

<table>
<thead>
<tr>
<th>Forms</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Commercial General Liability, (Including Contractual Liability &amp; Products Completed Operations Coverage)</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Umbrella/Excess Liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Cyber Insurance</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the successful Proposer.

7.) **Indemnification:** To the fullest extent permitted by law, the successful Proposers agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any service and/or activities performed by the successful Proposers pursuant to the provisions of this Agreement for any act of negligence on behalf of the Proposers. The successful Proposers obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefit acts for their act of negligence. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the successful Proposers, its officers, employees, subcontractors, and others affiliated with the successful Proposers, arising out of or in any way connected or associated with any service and/or activities performed by the Proposers pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District.

8.) **Award Requirements**

a. Successful Proposers 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 the following:

II. Occupational Safety, Health Act (OSHA) (29 CFR)
III. Labor & Wages Act (29 CFR)
IV. Federal Emergency Management Agency (2 CFR 200)
V. Davis Bacon Act (29 CFR)
VI. Copeland Ant kick Back Act (40 USC)
VII. Fraud & False Claims Act (31 USC Chapter 38)
VIII. Clean Air Act (42 USC)
IX. Federal Water Pollution Act (33 USC)
X. Solid Waste Disposal Act (40 CFR 247)
XI. Byrd Anti Lobbying Act (31 USC) (44 CFR)
XII. Title I and Title II of the Americans with Disabilities Act (ADA)

b. No Proposer shall be excluded from consideration for award in conjunction with this solicitation based on race, color, creed, national origin, handicap or sex or be subjected to discrimination under any contractual award administered by the District.

c. The Proposers shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.

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

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

f. The Proposers will be responsible for the cost of all the equipment, accessories, labor, and materials in order to perform the service as detailed in the SoW.

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

h. The successful Proposers must be willing to execute a service agreement.

9.) Payment

a. To be eligible for payment, all labor, equipment and materials covered under successful Proposers invoices must be completed and accepted by the District. The District agrees to make payments under this contract within forty-five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed the date of payment.
b. Any amounts due the District under the terms of this or any other agreement may be applied against successful Proposer’s invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and successful Proposal regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

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

   I. Type and description of the products or services installed, delivered and accepted;
   II. Hours Worked
   III. Job Classifications of the service technicians
   IV. Hourly Rate / Classification of the service technicians
   V. Detailed invoice for materials purchased
   VI. Material Markup
   VII. Extended total
   VIII. The job number and / or the District’s Purchase Order number

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

e. Special Educational or Promotional Discounts: Successful Proposers shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

f. The District reserves the right to pay all invoices using a procurement card, or electronic funds transfer.

g. If the anticipated expenditure will exceed $25,000.00 then the Awardee would be required to provide labor, material and performance bonding as well as the insurance requirements as stated in (I)(6). Also, the District will require a retainage of 5% be withheld on any partial payment request during the performance of the work to be released upon the district’s review and acceptance of the work provided.

J. Termination or Cancellation

1. In order to protect its interest, the District, and to ensure the efficient utilization of funds, the successful Proposers shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions, the SoW and professional service agreement. With respect to these obligations, the District will report any non-compliance issues to the successful Proposal for corrective action. Continued non-compliance by the successful Proposal shall be the District’s justification for placing the Proposer's contract on probation status or termination.
2.) In the event that the successful Proposers defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the products or services from another Proposer or from other sources during the remaining term of the terminated/defaulted contract.

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

4.) With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days’ written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.

5.) Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give (30) thirty days’ notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.

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

7.) If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 20 days’ written notice documenting the lack of funding.

K. Severability

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

L. Bribery, Corruption and Gifts

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

M. Disclosure & Disposition of Content Information

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. The District in its sole discretion will determine if this request complies with the Iowa code. In the event that a Freedom of Information Act (FOIA) request is made upon the District for information, which is marked confidential by the Proposers, the District will communicate immediately with the Proposers and allow them 15 working days to seek an injunction to stop the release of the requested information.
The expense for such action shall be the responsibility of the Proposers; the District will not assume any cost for the release of information and will not be held responsible for the release of the information. The sections listed below represents trade secrets or proprietary information exempt from release by Iowa Code Chapter 22:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page Number</th>
<th>Iowa Chapter 22 Exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N. Audit or Examination of Contract
Proposers agrees that any authorized auditor; District, 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 Proposers relating to the orders, invoices, or payment of this contract.

O. Copyrights
By submitting a response, the Proposers 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 Proposers consents to such copying by submitting a response and warrants that such copying will not violate the rights of any third party.

P. Release of Claims
By responding to this request, the Proposers 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 Proposers with pertinent information as intended by this request.
IV. **Scope of Work (Tab 1)**

A. **Background**

Des Moines Public Schools (District) is Iowa’s largest provider of PK-12 education, serving 32,000 students at 60 schools throughout the state’s capitol city. The District offers students and families a wide range of educational opportunities, some not available elsewhere in the state, such as: Central Campus, a nationally-recognized career and technical education center; Central Academy, one of the nation’s top-ranked schools for Advanced Placement courses; Virtual Campus, the only Iowa-developed online school for students in grades 6-12; Iowa’s first International Baccalaureate schools; four dedicated preschool centers; and two elementary schools in the downtown business district. The District is also one of Iowa largest employers, with 5,000 people working in support of students and families. This includes thousands of licensed educators along with a wide variety of non-educators, from financial and technology professionals to craftspeople and custodians and mechanics to food service staff and bus drivers.

B. **Current Environment**

Based upon the open position the District’s human resources department will select the means of communicating the position vacancy. Current advertising methods include, billboard, radio, newspaper and trade journal listings. The District has also conducted or took part in job fairs and setting up informational booths at large events and gatherings. The District has also offered signing bonuses for positions that are in critical demand, i.e. teachers, bus drivers, food service workers, etc.

C. **Purpose**

Like many employers across the country, both large and small, the impact of the pandemic has created challenges for the District to fill various positions. The District wishes to engage an advertising/marketing agency to support its hiring efforts, both addressing immediate needs and recognizing the District as a top employer.

D. **Scope of Work**

The District is seeking to engage a marketing / advertising agency which can effectively communicate (a) its immediate open positions to prospective candidates, and (b) that the District is one of the area’s top employers that offers a variety of career opportunities with a superior compensation and benefits package. In addition, incorporating highlights of the District’s educational offerings and overall excellence should be incorporated as appropriate. In order to effectively evaluate proposals, respondent should address the requested deliverables below as well as complete the Proposer Information Section (Tab 2)

E. **Deliverables**

The District would work with the selected agency on the best use of resources in communicating jobs opening and career opportunities at the school district in order to develop and implement a strategic advertising and marketing plan.
The selected agency must be able to demonstrate familiarity with the Des Moines (Metro) area market and be able to hold in person meetings as required by the District. This does not preclude agencies from outside the market to respondent but they must be able to exhibit the understanding of the market and the ability for personal interactions as required.

The plan should include but limited to, any combinations of the following methods:

1.) Market Research
2.) Mass Communications Advertising Plan
   a. Television
   b. Radio
   c. E-mail marketing
3.) Digital Advertising Plan
   a. Web
   b. Social media
   c. Digital billboards
4.) Print advertising Plan
5.) Direct communications
6.) Promotional Printing & Products

**Deliverables in responses to this RFP should include:**

1.) Introductory letter detailing the history and experience of the agency, including experience in marketing career opportunities and/or educational organizations.
2.) Relevant samples of marketing plans which correlate with the complexities of K-12 public educational entities.
3.) Potential obstacles which may need to be addressed.
4.) A detailed project timeline of events with milestone dates and assigned responsibilities.
5.) Detail the “take aways” the District will own upon completion of the work, i.e. artwork, coding, files, photography, and other brand assets.
6.) Detailed hourly cost for agency staff assigned to the project for work outside of the Scope or Work or added post award.
7.) (OPTIONAL) Mock-ups of potential collateral that may be developed and used in this work.
V. **Proposer Information (Tab 2)**

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

<table>
<thead>
<tr>
<th>General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Contact:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Organization’s Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>City, State, Zip:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
<tr>
<td>Years in business:</td>
</tr>
<tr>
<td>Years under present name:</td>
</tr>
<tr>
<td>Former names of org.:</td>
</tr>
<tr>
<td>Legal Structure: (Corp., LLC, Individual, Partnership, etc. please indicate below)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporation / LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of incorporation:</td>
</tr>
<tr>
<td>State of incorporation:</td>
</tr>
<tr>
<td>President’s Name:</td>
</tr>
<tr>
<td>Vice President’s Name:</td>
</tr>
<tr>
<td>Secretary’s Name:</td>
</tr>
<tr>
<td>Treasurer’s Name:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Individual / Partnerships:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of organization:</td>
</tr>
<tr>
<td>Name of all individuals / partners:</td>
</tr>
<tr>
<td>List the state in which partnership was formed or incorporated</td>
</tr>
<tr>
<td>Qualified to do business in Iowa:</td>
</tr>
<tr>
<td>Record your Iowa Registration #:</td>
</tr>
<tr>
<td>Total Number of employees:</td>
</tr>
<tr>
<td>Federal Tax Identification Number:</td>
</tr>
<tr>
<td>Experience</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>Does your firm have an area in which it specializes, if so please detail here.</td>
</tr>
<tr>
<td>Does your firm use freelance help or is your team in-house?</td>
</tr>
<tr>
<td>Please briefly describe the manner in which you communicate with your clients.</td>
</tr>
<tr>
<td>Please indicate the number of staff you plan to allocate to this project.</td>
</tr>
<tr>
<td>Please detail the proposed assigned personnel’s title, educational background and number of years performing the work required by this request. I.E. Media Strategist, MBA 12 years.</td>
</tr>
<tr>
<td>(We do not require, nor do we wish personal resume’s but merely a listing of the staff that will be assigned to the district’s contract detailing their educational background and experience, use additional sheets if necessary.)</td>
</tr>
<tr>
<td>Please indicate the number of marketing campaigns you have conducted in the past three years</td>
</tr>
<tr>
<td>Please indicate the number of years you have worked in the digital market industry.</td>
</tr>
<tr>
<td>Has your firm conducted the requested service for other public entities, if so please detail here.</td>
</tr>
<tr>
<td>Question</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Do you have any experience creating a digital marketing campaign for other K-12 educational entities? If so please detail here.</td>
</tr>
<tr>
<td>Please list the Metro public or private organizations you have performed the described work during the past three years.</td>
</tr>
<tr>
<td>Indicate the number of public entity customers your currently have in Iowa</td>
</tr>
<tr>
<td>What has been your experience in the number of days, months, etc. that your efforts drive results for your clients? When should the district expect to see results?</td>
</tr>
<tr>
<td>What are your firms expectation from its clients, what is it that you expect from the District if selected?</td>
</tr>
</tbody>
</table>

**Financial**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>List your D&amp;B #:</td>
<td></td>
</tr>
<tr>
<td>List the name, address, city/state, phone number of your banking service provider including contact name and email:</td>
<td></td>
</tr>
<tr>
<td>Termination &amp; Litigation</td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td></td>
</tr>
<tr>
<td>During the last three (3) years, has the Proposer had a contract for services terminated for any reason? If so, provide full details related to the termination:</td>
<td></td>
</tr>
<tr>
<td>During the last three (3) years, describe any damages or penalties of anything of value traded or given up by the Proposer under any of its existing or past contracts as it relates to services performed that are similar to the services outlined in this RFP and the resulting contract:</td>
<td></td>
</tr>
<tr>
<td>During the last three (3) years, describe any order, judgment or decree of any Federal, State, City or local public authority barring, suspending or otherwise limiting the right of the Proposer to engage in any business, practice or activity:</td>
<td></td>
</tr>
<tr>
<td>During the last three (3) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Proposer to perform the required services, this includes owners, officers, or primary partners:</td>
<td></td>
</tr>
</tbody>
</table>

*The District may investigate a Proposer’s ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the District.*
VI. REFERENCES (Tab 3)

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

**Reference One:**

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

**Reference Two:**

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

**Reference Three:**

| Entity Name: |  |
| Entity Address: |  |
| Entity City, State, Zip: |  |
| Contact Name: |  |
| Contact Title: |  |
| Contact Phone: |  |
| Contact E-mail: |  |
VII. EXCEPTIONS – (Tab 4)

Please record all exception taken with the terms, conditions or specifications as described in this request. By submitting a proposal, each Proposer acknowledges its acceptance of the specifications and the District’s terms and conditions listed on its’ website without change. If a Proposer takes exception to a provision within this document or the District’s Terms and Conditions, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision(s). The District may deem exceptions that materially change these terms or the requirements of the request for proposal non-responsive in its sole discretion, resulting in possible disqualification of the submission.

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

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Page</th>
<th>Exception</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
VIII. FORM OF PROPOSAL (Tab 5)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Fee</td>
<td>$</td>
</tr>
</tbody>
</table>

**Description**

<table>
<thead>
<tr>
<th>Information</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City / State / Zip:</td>
<td></td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Contact Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Contact E-mail Address:</td>
<td></td>
</tr>
<tr>
<td>Authorized Representative Signature:</td>
<td></td>
</tr>
<tr>
<td>Representative Name (print):</td>
<td></td>
</tr>
</tbody>
</table>

**THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT, THE PROPOSER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL SERVICES AS DEFINED IN THE SCOPE OF WORK AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. PROPOSER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE PROPOSER ASSURES TO THE BEST OF THEIR ABILITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL, THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE PROPOSER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE PROPOSER AND THE DISTRICT. FURTHERMORE, THE PROPOSER CERTIFIES THAT NEITHER THEY NOR THEIR SUBSUCCESSFUL PROPOSER(S) HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.**
Exhibit A
Acknowledgement & Certification

Proposer is providing services to the Des Moines Independent Community School District (“District”) as a Proposer, vendor, supplier, provider or sub provider and/or is operating or managing the operations of a Proposer, vendor, supplier or provider. The services provided by the Proposer may involve the presence of the Proposer’s employees upon the real property of the District. The Proposer acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Proposer further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a Proposer or volunteer at the District. The Proposer hereby certifies that no one who is an owner, operator or manager of the Proposer has been convicted of a sex offense against a minor. The Proposer further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above. The Proposer further certifies that the Proposer has completed a satisfactory background check on the Proposer’s employees. The Proposer hereby agrees to provide the District with the Proposer’s background screening procedures including specific context and infractions that are reviewed by the Proposer. The Proposer acknowledges that it has received and reviewed a copy of the District’s Background Check Policy, which governs the District’s hiring practices for its own employees. This Policy may serve as a guide for the Proposer’s internal background screening. The Proposer will closely review all available information for any individual who may have direct and/or unsupervised contact with District students to protect the safety and well-being of District Students. In reviewing such applications, the District expects the Proposer to consider the following factors.

a. Nature of the work sought
b. How the offense(s) relates to the work, and
c. The population the worker(s) may interact or come in contact

The District reserves the right to, but does not have the obligation to, conduct a District background check on Proposer employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Proposer employee upon the real property of the District if such employee does not clear the District’s background check. The District reserves the right, but does not have the obligation to, to audit the Proposer’s background screening program at any time, whether announced or unannounced. The Proposer hereby agrees that the Proposer shall, upon request, permit an authorized District representative to review background screening records, including those of individual Proposer employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law. The Proposer shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Proposer may engage if such engagement involves their presence upon the real property of the District. The Proposer understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect. The Proposer hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Proposer but has signed it knowingly and voluntarily.
Draft Policy Regarding Background Checks of Applicants for Employment

The Des Moines Independent Community School District’s primary function is the education and care of the District’s students. The District considers student safety and well-being to be of paramount importance. Because of the requirements of Iowa law, and in order to further these compelling interests, the District’s hiring process includes requests for information regarding an applicant’s past criminal conviction(s). Background checks will be conducted as required by law and District policy/practice. Background checks will not be performed until a recommendation to hire has been made by the hiring team, after the interview process has occurred.

The District is also committed to equity in its entire employment process, including its hiring process. In order to achieve an equitable process with respect to the consideration of criminal convictions, while promoting the compelling interests of student safety and well-being, the District will consider an applicant’s criminal record in light of the following:

1. All applications will be considered on a case-by-case basis. While the District will endeavor to consider each applicant’s individual situation, it will also attempt to achieve equitable results between similarly-situated applicants.
2. Because honesty and candor are essential to the employer-employee relationship, failure of an applicant to disclose past criminal convictions on their application for employment and/or failure to cooperate with requests from the District to provide additional information necessary to the hiring process will generally result in a denial of employment.
3. Where an applicant’s application and/or background check result in a finding that the applicant has one or more criminal convictions, the District will issue a Pre-Adverse Action Notice to the employee, requesting that the employee provide the District with additional information relating to the conviction(s) prior to the District making a decision relating to the applicant’s employment. The applicant’s cooperation and candor are important. If the applicant fails to provide additional information within the time requested, the District will make a decision based on the information available to it. Applicants should be aware that failure to promptly and voluntarily provide additional information will weigh heavily against hiring that applicant.
4. Once the District has received all available information relating to the applicant’s criminal background, the District will analyze all available information on a case-by-case basis. Factors examined by the District may include, but are not necessarily limited to all considerations that are job-related and consistent with business necessity, including specifically:
   a. The gravity of the offense/conduct,
   b. Whether the individual has a record of multiple convictions or a documented pattern indicating disregard or the law,
   c. Time since the offense(s),
   d. Whether there are any pending charges at the time of application,
   e. Nature of the job sought,
   f. How the offense(s) relates to the job,
   g. The population the applicant may interact with,
   h. Where applicable, evidence of rehabilitation
5. If the District determines not to move forward with employment, the applicant will receive a Final Adverse Action notice.
6. If an application is rejected due to an applicant’s past criminal conviction(s), that employee may be considered for employment no sooner than seven (7) years from the date of the most recent offense. All decisions will be made based on all information available to the District at the time of the subsequent application.
EXHIBIT B
Endorsements

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

GOVERNMENTAL IMMUNITIES ENDORSEMENT
Non-waiver of Governmental Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
Assertion of Government Immunity: The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.
No Other Change in Policy: The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT
Thirty (30) days advance written notice of cancellation, ten (10) days written notification of cancellation due to non-payment of premium and forty-five (45) days advance written notification of non-renewal shall be sent to: Des Moines Public Schools, Human Resources c/o Cathy McKay, 2323 Grand Ave, Des Moines, Iowa 50312. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

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