

REQUEST FOR PROPOSAL

May 5, 2023

FRANCIS HOWELL SCHOOL DISTRICT

Alarm Testing and Inspection Services 23-24, 24-25, 25-26

PROPOSAL DUE NO LATER THAN: 10:00am on 5/22/23

FOR MORE INFORMATION CONTACT Jason Griesenauer at 314-220-2747

This inquiry implies no obligation on the part of the Francis Howell School District.

The Francis Howell School District reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the school district. The district reserves the right to waive any informalities, or reject any or all bids or any part of any bid. Any bid received after the time and date specified above shall not be considered.

Bidders are cautioned that the quoted goods and/or services must be provided at the price submitted. No increase in price will be permitted pending acceptance or rejection of the bid. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.

Purchases made by the Francis Howell School District are not subject to state or local taxes or federal excise taxes. The official state tax exemption letter shall be furnished upon request.

All bidders are encouraged to use workers on the projects that are trained and skilled in their respective field, evidenced by having completed or being currently enrolled in a training program or apprenticeship program, to provide the District with the most qualified workers to complete projects.

All persons employed by outside vendors/contractors will be required to successfully undergo a criminal record and a clear check of the Child Abuse/Neglect Registry. Such background checks will be performed at the vendors/contractors' expense and will, upon request, be shared with the District.

In the event no funds or insufficient funds are appropriated and budgeted for this service, the district shall, not less than sixty (60) days prior to the end of a fiscal period, in writing, notify the company to terminate the contract.

Please email your bid to:

amy.zvorak@fhsdschools.org

no later than 10:00am on Monday May 22, 2023

Prebid meeting/walkthrough:

10:00am Monday May 15, 2023

Becky-David Elementary/1155 Jungs Station Road

General Conditions

1. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
2. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
3. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.
4. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline.
5. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
6. Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFP requirements.
7. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
8. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
9. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
10. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
11. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.

12. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to the Director of Operations and Facilities. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
13. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.
16. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
17. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
18. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
19. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
20. The District reserves the right to negotiate final Agreement terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
21. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
22. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.
23. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
24. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
25. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP

and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.

26. The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.
27. The District reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
28. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
29. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
30. Initial Proposals may not be withdrawn for 90 calendar days from the due date for Proposals except with the express written consent of the District.
31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
32. The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
33. The Board of Education of the Francis Howell R-III School District seeks to ensure that the highest quality workmanship will be performed on its projects. As such, all bidders are encouraged to use workers on the project that are trained and skilled in their respective field, evidenced by having completed or being currently enrolled in a training program or apprenticeship program, so as to provide the District with the most qualified workers to complete its projects.

GENERAL SPECIFICATIONS ALARM TESTING AND INSPECTIONS

GENERAL SCOPE OF WORK: Test and inspect for performance and reliability the following devices at the listed buildings. These tests will be conducted in accordance with the specifications of the jurisdiction having authority in both Cottleville FPD and Central County FPD.

1. Bidders are responsible for surveying system components to familiarize themselves with the units. A prebid walkthrough will be held on Monday May 15, 202 at 10:00am, at Becky-David Elementary 1155 Jungs Station Road.
2. This contract will cover testing and inspections. This work is done when school is not in session. The District reserves the right to award this bid on an item-by-item basis or as a whole to one vendor, whichever is in the best interest of the school district. This agreement will be in effect for a period of three (3) years from the contract date at the same terms, conditions and prices.
3. Francis Howell School District reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the school district. The district reserves the right to waive any informalities in, or reject any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of the bids. Any bid received after the time and date specified shall not be considered.
4. Purchases made by the Francis Howell School District are not subject to state or local taxes, or federal excise taxes. The official Tax Exemption Letter will be furnished upon request.
5. Per National Fire Alarm Code, service personnel shall have the requisite training and experience, be factory trained and certified, State certified, NICET certified, etc. (see NFPA 72).
6. The Contractor shall comply with all applicable state laws, municipal ordinances, and the rules and regulations of governing authorities. The Contractor shall observe all regulations governing the provisions of the State Worker's Compensation Law. The Contractor shall save and hold harmless Francis Howell from and against all liability, claims and demands because of personal injuries, property loss, or damage of any kind whatsoever connected with the performance of this contract.
7. Contractor's Insurance: The successful bidder agrees to carry the following insurance coverage during the period of this contract, and will provide the Francis Howell School District with certificates of insurance on all required coverage prior to commencement of the work under this contract.
Worker's Compensation: All Contractor's on site must have workmen's compensation in compliance with statutory requirements.
Public Liability and Property Damage Insurance: Limits of not less than \$100,000 per person and \$200,000 per occurrence and \$200,000 property damage per occurrence.
Automotive Liability and Property Damage: Same coverage as above for all owned and rented automotive equipment used in the performance of this contract.
8. The available dates for scheduling test and inspections will be coordinated by the Francis Howell School District and the Contractor.
 - a. Inspect all system hardware, components, mountings, attachments for damage, looseness, poor condition etc.
 - b. Inspect all lamps, connectors, wiring, modules etc. at Control Panel.
 - c. Test Smoke Detectors for proper signal.
 - d. Test Thermal Detectors for proper signal.

- e. Test Duct Detectors.
- f. Test Manual Stations for proper signal, test stopper covers where applicable.
- g. Test Tamper/Supervisory Valves and connectors.
- h. Test supervision and alarm of all initiating and signal circuits.
- i. Test all annunciators.
- j. Test ground detection circuit, per National Fire Code.
- k. Test backup power supply, batteries and charging functions, per National Fire Code.
- l. Test operation of all control functions/relay, lamps, signals and custom features.
- m. Verify zoning to Control Panel.
- n. Verify complete communication of systems devices to Main Control Panel.

8. FINAL REPORT

Provide District representative with final report indication model, description quantities, zone, results, messages, etc. along with comments and recommendations. Direct questions and report to:

Francis Howell School District
828 O'fallon Road
St. Charles, MO 63304
Attn: Jason Griesenauer

Phone: 314-220-2747
Email: jason.griesenauer@fhdschools.org

FIRE ALARM TESTING - Buildings in the Cottleville Fire Protection District					
SITE	Pull Station	Smoke Det	Duct Det	Heat Det	Horn/Strobe
FRANCIS HOWELL CENTRAL HIGH	47	56	29	7	116
FRANCIS HOWELL HIGH	69	162	20	8	150
FRANCIS HOWELL MIDDLE	25	49	26	3	34
HOLLENBECK MIDDLE	30	65	9	9	123
SAEGER MIDDLE	31	32	21	10	113
BRYAN MIDDLE	23	32	21	10	113
CASTLIO ELEMENTARY	18	35	18	12	98
CENTRAL ELEMENTARY	32	63	8	3	165
JOHN WELDON ELEMENTARY	20	18	7	n/a	92
INDEPENDENCE ELEMENTARY	23	60	58	6	138
WARREN ELEMENTARY	21	56	18	10	136
ECFEC- CENTRAL SCHOOL ROAD	5	8	n/a	n/a	12
ECFEC- MEADOWS PARKWAY	7	17	n/a	n/a	22
4545 ADMINISTRATION BUILDING	6	0	3	n/a	9
801 ADMINISTRATION BUILDING	1	18	18	5	162
WESTWOOD	7	6	8	0	24

FIRE ALARM TESTING - Buildings in the Central County Fire Protection District					
SITE	Pull Station	Smoke Det	Duct Det	Heat Det	Horn/Strobe
FRANCIS HOWELL NORTH HIGH	45	199	25	18	120
HENDERSON ELEMENTARY	20	63	11	n/a	79
BARNWELL MIDDLE	23	14	14	22	31
BECKY-DAVID ELEMENTARY	20	122	4	3	122
ECFEC-HACKMANN ROAD	6	19	n/a	n/a	25
HERITAGE LANDING BUILDING	4	2	n/a	n/a	18
FAIRMOUNT ELEMENTARY	22	51	17	12	138

FIRE ALARM TESTING - Buildings in the St. Charles City Fire Protection District					
HARVEST RIDGE ELEMENTARY	20	19	10	0	92

FIRE ALARM TESTING - Buildings in the New Melle Fire Protection District					
DANIEL BOONE ELEMENTARY	24	31	4	1	90

**FRANCIS HOWELL SCHOOL DISTRICT
REFERENCES FOR SIMILAR WORK IN THE LAST TWO YEARS**

REFERENCE #1

Name: _____

Phone Number: _____

Project: _____

Location: _____

Contract Price: _____

Project Started: _____ Project Completed: _____

Scope of Project: _____

REFERENCE #2

Name: _____

Phone Number: _____

Project: _____

Location: _____

Contract Price: _____

Project Started: _____ Project Completed: _____

Scope of Project: _____

REFERENCE #3

Name: _____

Phone Number: _____

Project: _____

Location: _____

Contract Price: _____

Project Started: _____ Project Completed: _____

Scope of Project: _____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires:

**Francis Howell School District Alarm Testing and Inspections Service
Bid Form**

2023-2024	\$
2024-2025	\$
2025-2026	\$
Total for 3 Years	\$

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE: _____ **FAX:** _____

EMAIL: _____

BIDDERS PRINTED NAME: _____

BIDDERS SIGNATURE: _____

Signature verifies that bid is good for at least 90 days

DATE: _____