

Request for Proposals

To: Prospective Bidders
From: Dan Allison, Maintenance Manager
Date: 9/29/23
RE: SB 1075 Get the Lead Out of School Drinking Water Act 2023-2023

Proposal bid packet and specifications may be obtained by accessing the District website at www.fhdschools.org.

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.

Each vendor shall guarantee water testing will be completed by Thursday February 29, 2024.

No interpretation of the meaning of the plans, specifications, or other prebid documents will be made to any bidder orally. Every request for such interpretation should be in writing and emailed to: dan.allison@fhdschools.org and to be given consideration must be received at least one (1) calendar week prior to the date fixed for the opening of bids.

Any and all such interpretations to the specifications which, if issued, will be emailed to all prospective bidders (at the respective emailed addresses furnished for such purposes), not later than four (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the bid documents.

All proposals must be submitted on the attached RFP **Bid Forms 1 and 1** and must be delivered to the Francis Howell School District Facilities and Operations Building before **Thursday October 12, 2023 at 10:00am** to be considered for evaluation. Proposals received after this time may not be accepted and may be returned to the vendor unopened. Proposals to be delivered in sealed envelopes and clearly marked as indicated below:

Francis Howell School District
Facilities and Operations Building
Attn: Dan Allison
828 O'fallon Road
St. Charles MO 63304
RE: Francis Howell School District Lead-Water Testing Bids

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.

Francis Howell School District Lead-Water Testing Bid Form -1

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: _____

Advertisement and Request for Proposal	Friday September 29, 2023
Deadline for questions	Thursday October 5, 2023 at 10:00am
Deadline for answers	Monday October 9, 2023 at 10:00am
Bid due date and time (bid will be publicly opened and read)	Thursday October 12, 2023 at 10:00am
Deadline for testing	Thursday February 29, 2023

Each vendor will be required to be in compliance with SB 1075 "Get The Lead Out Of School Drinking Water Act".

Upon award bidder will be required to submit references, Federal Work Authorization Program forms and a Certificate of Insurance.

The Francis Howell School District will provide:

- current site maps for each facility listed with fixtures marked
- access to sites/buildings, including notification of school personnel if necessary
- the name of a site contact per facility/building
- an escort familiar with each facility/building will be available during sampling activities who will provide access to all areas of the facility/building and will possess knowledge of high priority potable water source areas where water sampling should occur

Francis Howell School District Lead-Water Testing Bid Form -2

	Site	# Collections/Analyses	\$
1	Early Childhood Center – Central School Road	Up to 11	
2	Early Childhood Center- Hackmann Road	Up to 17	
3	Early Childhood Center – Meadows Parkway	Up to 17	
4	Becky-David Elementary	Up to 45	
5	Castlio Elementary	Up to 47	
6	Central Elementary	Up to 45	
7	Daniel Boone Elementary	Up to 39	
8	Fairmount Elementary	Up to 49	
9	Harvest Ridge Elementary	Up to 35	
10	Henderson Elementary	Up to 30	
11	Independence Elementary	Up to 37	
12	John Weldon Elementary	Up to 39	
13	Warren Elementary	Up to 51	
14	Barnwell Middle	Up to 35	
15	Bryan Middle	Up to 49	
16	Francis Howell Middle	Up to 46	
17	Hollenbeck Middle	Up to 41	
18	Saeger Middle	Up to 48	
19	Francis Howell Central High	Up to 79	
20	Francis Howell High	Up to 104	
21	Francis Howell Union High	Up to 6	
22	Francis Howell North High – NEW	TBD	
23	Westwood Trail Academy	Up to 4	
24	Heritage Landing Family Education Center	Up to 6	
25	Administration Building 801 Corporate Centre Dr.	Up to 11	
26	Transportation Building 4545 CSR	Up to 10	
27	Burbes Building	Up to 6	
28	Annex 7055 HWY 94 S	Up to 4	
	Total	Up to 911	
	Additional collection/analysis	-	