

REQUEST FOR PROPOSAL

October 6, 2023

FRANCIS HOWELL SCHOOL DISTRICT FIRE SAFETY MAINTENANCE

PROPOSALS DUE NO LATER THAN: October 13, 2023 at 9:00am

FOR MORE INFORMATION CONTACT: MIKE WARD AT 314-575-6403

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 persons employed by outside vendors/contractors will be required to successfully undergo a criminal records 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.

Bids must be submitted on the attached forms and mailed to the Francis Howell School District Facilities and Operations Office, 828 O'Fallon Road, St. Charles, MO 63304 or hand carried to this office at the above address. Only bids typed or written in ink will be considered. The bid must be signed and sealed in an envelope, marked clearly with the bidder's name, address and "Fire Safety Maintenance Bid".

It is the bidder's responsibility to check the district website www.fhsdschools.org or contact Amy Zvorak at amy.zvorak@fhsdschools.org for any addendums or updates prior to the bid.

General Conditions

The purpose of this Request for Proposal (RFP) is to establish the requirements for the requested services, and to solicit Proposals from firms (hereafter "Company") for providing such services.

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 District seeks to ensure that the highest quality workmanship will be performed on its projects and to do so encourages bidders to use workmen on the project who have satisfactorily completed apprenticeship programs developed and operated in accordance with the policy recommendation, dated January 28, 1992, of the Federal Committee on Apprenticeship, US Department of Labor, Employment and Training Administration, Office of Work-Based Learning, Bureau of Apprenticeship and Training ("Policy Recommendation"). All bidders are required to certify, upon request of the Owner or the Owner's Representative, that all on-site workmen have satisfactorily completed such a program for the type of work they will be performing.

SCOPE OF WORK

The Francis Howell School District invites bidders to submit bids for a Fire Safety Maintenance Contract. Bids should include quotes for the following:

(All pricing should be unit pricing because of ongoing construction)

1. Fire Extinguisher Inspection and Maintenance (Annual) Each
2. Range Hood Inspection and Maintenance (Bi-Annual) Each
3. Fusible Links (Replace)
4. Six Year Maintenance for 10 lb Extinguishers, 5 lb Extinguishers, Including Recharge, Service Collar, O-Ring, and Valve Stem
5. Hydro Testing (12 Year) for 10 lb Extinguishers, 5 lb Extinguishers
6. Recharging for 10 lb Extinguishers, 5 lb Extinguishers (**On-Site**)
7. New Extinguishers 10 lbs and 5 lbs (Each)
8. Fire Hoses (Hydro Test and Rerack)

In the event of any replacement parts (i.e.: 6 year maintenance, 12 year hydro testing, or normal recharging) any old or used parts shall be returned on an individual building basis.

There are approximately 1000 extinguishers district wide to be tested and inspected.

There are approximately 21 range hood suppression systems district wide to be tested.

There are approximately 12 fire hoses district wide to be hydro tested and reracked.

REQUIRED QUALIFICATIONS SUBMISSIONS

- Provide a narrative describing your firms experience in Fire Safety Maintenance
 - Include the number of years that you have been in business and major projects that your firm has completed
 - Describe in detail projects that enhance your qualifications for this contract
 - Briefly describe the education and experience of your key personnel
 - List any other skills or pertinent information that enhances your qualifications
- At your discretion you may provide projects samples such as field notes or spreadsheets
- Provide a list of projects and client companies. Include the name of the contact person and phone number
- Provide any references that enhance your qualifications
- All prices, notations and submissions must be in ink or typewritten. Mistakes crossed out, corrections typed adjacent and must be initialed in ink by the person signing the proposal
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and a “Void” and will not be opened
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field
- All work must be performed to the specifications and satisfaction of the Francis Howell School District
- Bidder must understand that the hourly rate charged to the District cannot be increased for a period of 12 months
- We are seeking a highly competent professional firm with 10 years experience in Fire Safety Maintenance
- All data to include field notes and drawings obtained as a result of this contract become the sole property of the Francis Howell School District

BID INSTRUCTIONS

TERMS AND CONDITIONS

The Francis Howell School District reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.

All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of bid opening.

City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to the Francis Howell School District and must be excluded.

Vendors are required to clearly identify any deviations from the specifications in this document.

An authorized officer of the company submitting the bid must sign all proposals.

INSURANCE REQUIREMENTS

The manufacturer or the authorized agent of the manufacturer shall carry insurance, as set forth below, on the complete unit while in transit and until the entire unit is accepted by the Francis Howell School District.

Bidder shall submit with this bid a certificate of insurance showing evidence of adequate insurance coverage.

<u>Type of Coverage</u>	<u>Minimum Limits of Liability</u>
• Worker's Compensation/Coverage A Employer' Liability/Coverage B	Must show proof of coverage
• Commercial General Liability (including product liability, contractual liability, bodily injury and property damage)	\$1,000,000 each occurrence
• Comprehensive Automobile Liability (including bodily injury and property damage)	\$1,000,000 each occurrence
• General Aggregate	\$3,000,000 total

The Francis Howell School District shall be named as an additional insured on Bidder's General Liability and Automobile. Bidder's insurance must be an "A" rated company pursuant to Best Ratings.

Liability coverage shall be primary to any insurance maintained by the Francis Howell School District.

The Francis Howell School District reserves the right to review the actual policies of Bidder's insurance coverage as listed above.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Francis Howell School District and the firm selected.

The Francis Howell School District reserves the right to accept or reject any and all proposals, entirely; partly, or may waive any variations, which are considered in the best interest of the District. To accept the “best” bid, not necessarily the lowest bid. No lowest bidder shall receive business expectancy merely because their bid is the lowest one received; until the contract has been awarded, no business expectancy exists.

**FRANCIS HOWELL SCHOOL DISTRICT
FIRE SAFETY MAINTENANCE PRICING PAGE (1 of 2)**

DESCRIPTION	Price 23/24	2 nd year option 24/25	3 rd year option 25/26
ANNUAL SERVICES			
<ul style="list-style-type: none"> • ANNUAL PORTABLE FIRE EXTINGUISHER INSPECTION AND MAINTENANCE 			
<ul style="list-style-type: none"> • SEMI-ANNUAL RANGE HOOD FIRE SUPPRESSION SYSTEM INSPECTION 			
<ul style="list-style-type: none"> • FUSIBLE LINKS REPLACED 			
<ul style="list-style-type: none"> • SYSTEM CO2 CARTRIDGE REPLACED (IF NEEDED) 			
RECHARGE SERVICES			
<ul style="list-style-type: none"> • 5# DRY CHEMICAL FIRE EXTINGUISHER RECHARGED 			
<ul style="list-style-type: none"> • 10# DRY CHEMICAL FIRE EXTINGUISHER RECHARGED 			
6 YEAR MAINTENENANCE AND RECHARGE SERVICES			
<ul style="list-style-type: none"> • 5# DRY CHEMICAL FIRE EXTINGUISHER WITH 6 YEAR MAINTENANCE AND RECHARGE SERVICE PERFORMED 			
<ul style="list-style-type: none"> • 10 # DRY CHEMICAL FIRE EXTINGUISHER WITH 6 YEAR MAINTENANCE AND RECHARGE SERVICE PERFORMED 			
HYDRO TEST AND RECHARGE SERVICES			
<ul style="list-style-type: none"> • 5# DRY CHEMICAL FIRE EXTINGUISHER WITH HYDRO TEST AND RECHARGE SERVICE PERFORMED 			
<ul style="list-style-type: none"> • 10# DRY CHEMICAL FIRE EXTINGUISHER WITH HYDRO TEST AND RECHARGE SERVICE PERFORMED 			
<ul style="list-style-type: none"> • FIRE HOSE HYDRO TEST AND RE-RACK 			
NEW FIRE EXTINGUISHERS			
<ul style="list-style-type: none"> • NEW 5# DRY CHEMICAL FIRE EXTINGUISHER 			
<ul style="list-style-type: none"> • NEW 10# DRY CHEMICAL FIRE EXTINGUISHER 			

**FRANCIS HOWELL SCHOOL DISTRICT
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The district will weight each bid based on the following:

- 40% Total Program 1st year
- 40% Total Program for 2nd thru 3rd year
- 30% Expertise of Personnel

Bidders are to submit there bid in a format which substantiates the above. The district reserves the right to reject any offer for any reason.

Vendor will indicate a price for 2nd and 3rd year options, which could be exercised at the discretion and option of Francis Howell School District. Francis Howell School District will consider the overall package price in the evaluation of the bids submitted.

All products and supplies must be approved by Francis Howell School District before they are used or supplied.

Francis Howell School District will require liability insurance, Francis Howell School District to be named as additional insured on the policy.

Company Name: _____

Company Address: _____

Phone: _____

Email: _____

Bidder's Printed Name: _____

Authorized Signature: _____

(SIGNATURE VERIFIES THAT BID IS GOOD FOR AT LEAST 90 DAYS)

Date: _____

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: