

REQUEST FOR PROPOSAL

**WATER SAMPLING AND TESTING SERVICES
FOR THE TIMBERLANE REGIONAL SCHOOL DISTRICT
WITHIN THE TOWNS OF ATKINSON, DANVILLE, PLAISTOW,
AND SANDOWN, NH**

November 2024



**Prepared by
Dr. Chris Martin
Executive Director of Operations & Special Projects
30 Greenough Rd.
Plaistow, NH 03865**

REQUEST FOR PROPOSAL

Timberlane Regional School District (hereafter the "District") is soliciting proposals from contractors (hereafter the "Carrier") to provide water sampling and testing as required per the New Hampshire Department of Environmental Services at Atkinson Academy, Danville Elementary School, Pollard School, Sandown Central School, Sandown North Elementary School, Timberlane Regional High School and Timberlane Regional Middle School.

The District will receive sealed proposals for water sampling and testing services in accordance with the specifications, terms and conditions. Failure to quote on all items may disqualify the proposal.

Any questions or inquiries shall be directed to the Executive Director of Operations and Special Projects, Dr. Chris Martin (Chris.Martin@Timberlane.net) no later than **3:00 PM on November 20, 2024**.

The submission of a proposal shall be conclusive evidence that the Proposer has read and understands the information contained in the specifications.

The RFP for the Water Sampling and Testing Services is located at www.timberlane.net/rfp or call 603-382- 6119.

One (1) copy and one (1) signed proposal must be submitted in a sealed envelope, plainly marked:

"Water Sampling and Testing Bid"

Attention: Superintendent of Schools

TIMBERLANE REGIONAL SCHOOL DISTRICT, SAU 106

30 Greenough Road Plaistow, New Hampshire 03865

The District is not responsible for proposals not properly marked. Proposals submitted by fax or electronic mail will not be considered. All proposals must be typed. Handwritten proposals will not be considered.

Proposals must be received no later than 1:00 PM on November 26, 2024 from interested contractors, to be eligible for consideration by the District and will be opened immediately from the time prescribed herein.

Proposals received after the time so indicated shall be unopened and available to be retrieved at the Superintendent's office, 30 Greenough Rd. Plaistow, NH 03865.

Proposals may be withdrawn by written notice only provided such notice is received by the Executive Director of Operations and Special Projects, Dr. Chris Martin, prior to the date/time set as the closing time for receiving proposals.

SCOPE OF SERVICES:

The Timberlane Regional School District is the owner of certain community water systems or non-transient, non-community water supply and distribution systems consisting of wells, pumping equipment, pipelines, storage tanks, and other related equipment at one (1) system in Atkinson, NH, one (1) system in Danville, NH, three (3) systems in Plaistow, NH, and two (2) systems in Sandown, NH.

The Timberlane Regional School District is soliciting water sampling and testing services for the systems specified above. The services will include managing and operating each location's water supply in compliance with the requirements of the New Hampshire Department of Environmental Services (NHDES) rules Env-WS, Chapter 300.

I. Performance of Services:

1. Management and Operation:

- a. Services are to be performed during regular business hours, Monday through Friday, 7:00 AM to 3:00 PM.
- b. Monitor the quality of the water supply in the system in accordance with the NHDES Master Sampling Schedule.
- c. Sample gathering, analysis, record keeping, and reporting in accordance with the Total Coliform Rule, and Lead and Copper Rule.
- d. Physical inspection of the wellheads, and of visible operating equipment such as pumps, motors, electrical equipment, piping, valves, metering equipment and treatment equipment.
- e. Recommend measures for remediation of water quality problems and any minor or major repairs determined advisable. Implementation of remedial measures or repairs will be the sole responsibility of the Timberlane Regional School District.

2. Emergency Service:

- a. Non-routine tasks, such as emergency service calls, may be required as needed, subject to optional terms and agreement.

II. Location & Description of Systems: For the purposes of the RFP created hereby, the location and description of the District's systems are set forth below:

Site	Address	Number of Service Connections	Approximate Number of Users
Atkinson Academy	17 Academy Ave. Atkinson, NH	1	400
Danville Elementary School	23 School St. Danville, NH	1	360
Pollard School	120 Main St. Plaistow, NH	2	566
Sandown Central School	295 Main St. Sandown, NH	1	170
Sandown North Elementary School	23 Stagecoach Rd. Sandown, NH	1	417
Timberlane Regional High School	36 Greenough Rd. Plaistow, NH	2	1,219
Timberlane Regional Middle School	44 Greenough Rd. Plaistow, NH	1	905

SCHEDULE:

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The District reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

Event	Date	Time (EST)
RFP Released to Proposers (Advertisement)	November 8, 2024	3:00 PM
Proposer Inquiry Period Ends	November 20, 2024	3:00 PM
Final District Responses to Proposer Inquires	November 22, 2024	3:00 PM
Proposal Submissions Due	November 26, 2024	1:00 PM
Estimated Notification of Selection	December 2, 2024	1:00 PM

TERMS OF CONTRACT:

1. The proposed contract made pursuant to this bid will be for five (5) years, subject to annual budget appropriations and at the District's discretion, commencing on January 1, 2025 and ending January 1, 2030.
2. All labor, materials, equipment, and tools necessary to test water samples are to be provided by the Carrier.
3. Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule agreed upon.
4. None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Timberlane Regional School District.
5. Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.
6. The Carrier agrees to indemnify, hold harmless and defend the District, their School Board, and all administrators, employees, or agents of either/or the District, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.

7. The contract shall include a non-appropriation clause which states, "In the event that sufficient funds are not appropriated for water sampling and testing services during the ensuing fiscal year, the District may terminate this agreement by written notice within thirty (30) days of adoption of the district budget for the fiscal year in question, and the agreement shall be terminated effective immediately."
8. The District reserves the right, at any time during the term of the contract, and after consultation with the Carrier, to cancel said contract when the terms of the contract have been violated. The District shall have the right to declare the Carrier in default if (a) the Carrier becomes insolvent; (b) the Carrier makes an assignment for the benefit of creditors; (c) a voluntary or involuntary petition of bankruptcy is filed by or against the Carrier; or (d) the Carrier is unable to provide evidence of required insurance coverage as set forth below. If the Carrier is declared in default for any reason, the District shall have the right to terminate the contract. In the event of a contractual termination, the District reserves the right to employ another carrier to complete the term of this agreement. The original Carrier shall be responsible for any extra or additional expense or damages suffered by the District. In that event, the Carrier will be required to indemnify the District for any loss that may be sustained.
9. The Carrier shall procure and maintain all applicable permits, licenses, and approval necessary for the performance of services under the contract at the Carrier's expense.
10. The Carrier and their subcontractors, as required by law, shall not discriminate against any employee or applicant for employment with them with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a job or position, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.
11. All payments to Carrier shall be made by the TRSD within thirty (30) days after the Carrier has submitted a proper monthly bill, submitted in the form and manner prescribed by the Business Administrator. The TRSD assumes no responsibility for late payments caused by improper billings.
12. The Carrier shall certify that each of its employees who will have contact with pupils of the District has read and understands their statutory reporting duties under RSA 169-C:29.

GENERAL CONDITIONS:

1. The District reserves the right to reject any or all proposals, wholly or in part, to waive any informality therein, to accept any proposal even though it may not be the lowest proposal, and to make award which in its sole and absolute judgment will best serve the District's interest.
2. The District may make such investigation as deemed necessary to determine the ability of the Proposer to discharge this contract. The Proposer shall furnish the District with all such information and data as may be required for this purpose.
3. All bids must be submitted on the forms provided and conform to all conditions contained therein. Failure to comply may result in the rejection of the proposal by the District.
4. Proposers **MAY NOT** withdraw their proposal for a period of thirty (30) days from the date of proposal opening.
5. The District reserves the right to cancel or alter this service because of budget consideration or unforeseen circumstances which require a change.
6. The successful Carrier shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers' Compensation Insurance. Copies of insurance certificates shall be required at the beginning of each school year. The Carrier shall carry insurance under which the District shall be named as an additional insured for the duration of the contract. The Carrier will immediately notify the School District if the Carrier receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intend to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the Timberlane Regional School District as an additional insured.
7. All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and the District will in no way be held liable for these costs.
8. No bid shall be accepted from any contractor, who, in the past five (5) years has had a contract terminated for cause and/or been declared in default.
9. A proposal must stay confidential until the Effective Date of any contract resulting from this RFP. If a proposer discloses or distributes their proposal to anyone other than the Agency, it will result in disqualification.

INSURANCE:

1. Certificates of any and all insurance shall be filed with the District and the adequacy of such insurance shall be subject to approval by the District.
2. Automobile and general liability insurance shall be required to be carried by the Carrier during the life of any Agreement. This insurance shall be with a company or companies satisfactory to the District and licensed to do business in the State of New Hampshire.
3. The Carrier shall maintain Workers' Compensation insurance for all employees. The Carrier will immediately notify the TRSD if the Carrier receives any notice from the insurance company or companies providing such insurance coverage that such company or companies intend to cancel any part of such insurance; such notice shall be in addition to any obligation of the insurance company or companies to notify the TRSD as an additional insured.

INDEMNITY:

The Carrier shall indemnify, defend and hold the District, the School Board, the Superintendent and their respective officials, agents and employees harmless from any and all claims, demands, actions and causes of action, damages, costs, loss of service, expenses (including legal expenses), and compensation, including but not limited to any and all claims for negligence, intentional conduct, personal injury or death and property damage which may, in any way, arise from or out of the operation of Carrier pursuant to the terms of the contract, whether such operations be performed by the Carrier itself, or anyone directly or indirectly employed by it or any other person or company retained in any way by it to carry on all or a portion of the operations necessary to abide by the terms of the contract.

FORCE MAJEURE:

Notwithstanding anything to the contrary contained herein, in the event the Carrier's performance of the contract is temporarily interrupted due to acts of nature, civil disturbances, fire, war, governmental acts or any other similar condition, the Board shall excuse the Carrier from performance, and shall have the right to take over the operation that the Carrier is prevented from running until the Carrier is able to resume operation. The Board shall also be excused from payment for the period during which the Carrier is excused from performance. The Carrier agrees to use its best efforts to provide services hereunder, including during any period covered by the Force Majeure clause.

EVALUATION OF PROPOSALS:

If the District decides to make an award based on these evaluations, it will notify the selected proposer(s). If the District cannot reach an agreement with the selected proposer(s) during contract discussions, it may then begin discussions with the next preferred proposer, continue down the list, or alternatively, the District may reject all proposals, cancel this RFP, or initiate a new acquisition process with fresh proposals.

The District will use a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
1. Capability to Perform Required Services	20
2. Experience and Past Performance on Similar Projects	20
3. Project Understanding	20
4. Proposed Fee for Services	40
TOTAL POINTS AWARDED	100

REQUEST FOR PROPOSAL SPECIFICATIONS:

Proposals must include the following information:

1. Firm Profile Statement
2. Proposal Form
3. Certification

FIRM PROFILE STATEMENT

1. Company Name

- Full Legal Name: _____
- Brand Name (if different): _____

2. Business Information

- Year Established: _____
- Type of Business (e.g., LLC, Corporation, Sole Proprietorship): _____
- Number of Employees: _____
- Primary Services or Products: _____

3. Contact Information

- Main Office Address: _____
- Phone Number: _____
- Email: _____
- Website: _____

4. Litigation

- Have you, or any of the principals of your company, been involved in any litigation, arbitrations, mediations, or administrative proceedings in the past ten (10) years?
Yes _____ No _____
 - o If yes, please attach a letter detailing the claims and providing a thorough explanation.

5. References

List 3 references for which your Company performed similar scope and size work for, include company/agency name, contact name and telephone number and email address.

1. _____

2. _____

3. _____

Signature of Authorized Individual

Date

Printed Name

Phone Number

Email Address

PROPOSAL FORM

1. Annual Contract Bid

Contract Period	Annual Service Charge	Monthly Service Charge
2025-2026		
2026-2027		
2027-2028		
2028-2029		
2029-2030		

2. Other Services Fees

Other Services	Fee
Emergency Operations & Non-Routine Response Services	
Lead & Copper (if not included in the annual charge)	

CERTIFICATION

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" means any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that there is no conflict of interest in the preparation of this proposal or possible administration of a contract resulting from this proposal between employees, officers or agents of the proposing entity and employees, officers or agents of the Timberlane Regional School District, School Administrative Unit #106, either direct or indirect through family members. The undersigned further certifies that no employee, officer or agent who is in a position to affect the award of this proposal or administration of a contract is about to become, nor any family member about to become, an employee, officer or agent of the proposing entity.

ORGANIZATION SUBMITTING PROPOSAL:

ADDRESS: _____

TITLE: _____

NAME: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

DATE: _____