

Request for Proposals for Water Quality Testing

Public Notice

The Hamilton R-II School District is accepting proposals for water quality testing in accordance with the “Get the Lead Out of School Drinking Water Act of 2022” as described in the RFP published on the Hamilton R-II School District website located at www.hamilton.k12.mo.us.

Objective

The Hamilton R-II School District requests proposals for water quality testing in accordance with the “Get the Lead Out of School Drinking Water Act of 2022.”

Work to be completed includes the following:

1. Inventory of existing water outlets
2. Development of a sampling and testing protocol
3. Sampling and testing of identified water outlets
4. Detailed reporting on the sampling and testing process, including detailed sampling reports and recommendations for remediation if necessary

The District will select the lowest responsible bidder from those who respond, and the District reserves the right to reject any and all bids.

Proposals are due no later than 12:00 p.m., Wednesday, October 11, 2023.

Contact Information for Inquiries

Contact: Dr. Billie McGraw, Superintendent

Phone: 816-583-2134

Fax: 816-583-2139

Email: mcgraw@hamilton.k12.mo.us

Website: www.hamilton.k12.mo.us

Questions may be directed to this person through Monday, October 9, 2023. Communication with Hamilton R-II School Board members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and may result in rejection of the proposal. A pre-proposal meeting may be requested.

Detailed Specification and Special Considerations

The Hamilton R-II School District is currently seeking bids for water quality testing in accordance with the “Get the Lead Out of School Drinking Water Act of 2022” from qualified individuals or firms (hereinafter “Company”). Bids should be itemized and submitted as one bid that includes labor and materials. Contractors having general questions concerning this RFP must email in writing to Dr. Billie McGraw, mcgraw@hamilton.k12.mo.us.

1. The Company must submit a complete Proposal covering all requirements identified in this RFP package to be considered. All Proposals will be scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.

2. The Company must submit a copy of the Proposal marked “Water Quality Testing.” Proposals should be delivered to:

Dr. Billie McGraw, Superintendent, mcgraw@hamilton.k12.mo.us

and

Katie Iddings, Bookkeeper, iddings@hamilton.k12.mo.us

Or mailed/faxed to:

Hamilton R-II School District

419 Hughes St.

Hamilton, MO 64644

Fax: 816-583-2139

Proposals will be received until 12:00 p.m., Wednesday, October 11, 2023.

4. 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.

5. 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.

6. 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.

7. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this RFP will be considered. Non-compliance with RFP specifications will disqualify Proposals from further consideration.

8. 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.

9. 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.
10. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP, 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.
11. 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.
12. Proposals, prices, terms and conditions shall remain firm for a period of ninety (90) days from the due date for Proposals or until that time when the District takes official action on the Proposals.
13. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is contained 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 with respect to the matters addressed in this RFP document.
14. 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.
15. 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. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
16. Requests for interpretation must be made in writing no later than Monday, October 9, 2023. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals in response to the RFP, or the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.
17. 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.
18. 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.
19. 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.
20. 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.
21. The District is exempt from the payment of city, state and federal taxes. Such taxes must not be included in the Proposal price.

22. It is understood that the Company is an independent contractor supplying services to the District. Neither the Company nor its employees shall represent themselves to be employees, agents, representatives, partners or joint ventures of the District for any purposes whatsoever. The Company shall comply with all federal, state and local laws, regulations and ordinances, including but not limited to, the compliance with all employment tax requirements for withholding and all applicable state and federal employment and workers' compensation laws. The District shall not withhold taxes from the Company's compensation. The District shall not be construed to be the Company's employer, nor be held liable for any obligation as an employer.

23. All labor provided must comply with the Missouri Prevailing Wage Law.

24. **BOND / INSURANCE REQUIREMENTS** - All proposals must include submission of a performance bond for labor, if labor costs exceed \$50,000.

Within seven (7) days of the notification of intent to issue a contract, the selected Bidder shall furnish the following:

- 1) A Performance Bond in the amount of 100 percent of the contract price.
- 2) A Statutory (Material and Labor Payment) Bond in the amount of 100 percent of the contract price.
- 3) Evidence satisfactory to Owner that Contractor's insurance coverages have been secured. Furnish bonds on forms and with sureties approved by the Owner, and authorized to transact business in Missouri. Furnish Owner with copies of the Performance Bond and Insurance Certificate.

25. All contractors and subcontractors must provide on-site workers a ten-hour program in construction safety and health approved by the Occupational Safety and Health Administration (OSHA), or a similar program approved by the Missouri Department of Labor and Industrial Relations (DOLIR), that is at least as stringent as the OSHA program, or have documentation that the workers have previously completed the required program. Failure to comply with the law will result in a penalty in the amount of \$2,500 plus \$100 per employee for each calendar day (or portion of a day) the employee is employed without the required training.

26. All bidders for contracts that may exceed \$5,000 must provide a sworn affidavit and supporting documentation that affirms the bidder's participation in a federal work authorization program as well as an affidavit that the bidder does not knowingly employ any person who is an unauthorized alien who will be working on the project bid. A contractor is only required to provide the affidavits to the district on an annual basis.

27. "Transient Employers" as defined in § 285.230, RSMo., must file a financial assurance instrument with the director of revenue and provide proof of compliance to the district before work begins, or otherwise provide financial security to the district as required by law. Once work begins, a transient employer must post in a prominent and easily accessible place at the worksite a clearly legible copy of:

- ▶ The notice of registration for employer withholding issued to the transient employer by the director of revenue.
- ▶ Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation.
- ▶ The notice of registration for unemployment security.

Any transient employer failing to comply with these requirements will be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute. Contractors utilizing transient employers as subcontractors are required to ensure that the subcontractors are complying with state statute. Contractors and subcontractors are required to report to the district the date and amount of any wage subsidy, bid supplement or rebate for employment on a public works project received within 30 calendar days of receipt of payment, as required by state

law. Such subsidies, supplements or rebates are prohibited if they reduce the wage rate below the prevailing wage rate. Contractors and subcontractors who do not comply will owe the district a penalty as required by law.

28. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or any and all causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

29. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by and construed according to the laws of the state of Missouri.

30. **NON – DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Scope of Services

The selected organization(s)/firm(s) will perform water quality testing in accordance with the “Get the Lead Out of School Drinking Water Act of 2022” for the Hamilton R-II School District.

Work to be completed includes the following:

1. Inventory of existing water outlets
2. Development of a sampling and testing protocol
3. Sampling and testing of identified water outlets
4. Detailed reporting on the sampling and testing process, including detailed sampling reports and recommendations for remediation if necessary

Proposal Submission

Proposals are to be received by the District office no later than 12:00 p.m., Wednesday, October 11, 2023. Proposals will be opened at that time. Proposals are to be submitted to the Central Office in a sealed envelope, clearly marked, “Response to RFP for Water Quality Testing” and should be addressed to:

Hamilton R-II School District
c/o Dr. Billie McGraw, Superintendent
419 S Hughes Street, P.O. Box 130
Hamilton MO 64644

** Company not required to be present for proposal opening.