

June 10, 2016



Spokane Public Schools
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Request for Proposals No. 8669-1516

Lead and Copper Water Testing at School District Facilities

Submittal Deadline: June 21, 2016 at 3:00:00 P.M. P.D.T.

**Spokane Public Schools
Purchasing Services
2815 E Garland Avenue
Spokane WA 99207
(509) 354-7174**

Request for Proposals for Lead and Copper Water testing at School District Facilities

REQUEST

Spokane Public Schools seeks the services of an Environmental Consulting firm that will work with our organization to test water supply fixtures for Lead and Copper levels. This work includes conducting first draw samples on multiple drinking fountains and other water supply fixtures that may be used for drinking or cooking purposes.

SCOPE OF SERVICES

Your proposal should include all costs associated with the testing process, including labor to perform the testing, any travel costs associated with the tests, documentation and communication requirements.

Costs associated with third party independent lab testing fees will be paid for by the School District.

It is our intent that the successful Proposer follows recognized testing protocols established by the Washington State WAC 246-366A-130 Water quality monitoring – Lead, Washington State Dept. Of Health, requirements for lead and copper testing, and any EPA recommendations. The testing will be conducted at all 64 district facilities, with a minimum of 50% testing of the fixtures in each facility. The successful Proposer will provide necessary labor, travel, communication, documentation and coordination efforts identifying which fixtures will be tested, the date and time the testing will be performed and the chain of custody records for each test sample. This includes all labor necessary to conduct the initial flushing of each fixture identified, the first draw sampling, and the delivery of samples to an independent testing lab qualified to perform such tests. All work described in this proposal shall be completed by August 15, 2016

Site access, scheduling of site visits and program assistance will be provided by the school district throughout the testing process.

Follow-up testing and any required mitigation is not included in the testing project

SUBMISSION REQUIREMENTS

Proposals are due by 3:00 p.m. Pacific Time on June 21, 2016. Late submissions will not be accepted.

Proposals should be delivered to:

Attn: Barb Carson

Purchasing Services
Spokane Public Schools
2815 East Garland
Spokane WA 99207

Questions should be addressed to Program
Administrator

Tim Wood, Director Maintenance and Operations

timw@spokaneschools.org.

(509)-354-7143

Respondents should send **one bound hard copy and one electronic PDF copy** on or before the submission deadline.

PROPOSAL EVALUATION

Proposals will be reviewed and evaluated by a selection committee and judged based on their clarity, completeness, and adherence to requirements; content will be reviewed to determine each respondent's experience providing the district's desired services, record of past success, proposed schedule, overall program cost and comprehensive value to the district, as well as any other benefits to the district.

Evaluation criteria:

- Qualifications and experience of respondent (10 points)
- Responsiveness of proposal and clear understanding of scope of work (20 points)
- Proposed schedule to complete the on-site testing (10 points)
- Past performance and success of similar lead testing of water supply fixtures (10 points)
- Proposed cost to complete the work described (50 points)

PROPOSAL TIMELINE (example)

RFP released	6/10/2016
Questions due	6/16/2016
Responses to questions shared	6/17/2016
Respondents' proposals due	6/21/2016
Contract award notification	6/24/2016
Contract Completion	8/31/2016

PROPOSAL CONTENTS

Proposals should be organized as follows:

- Cover letter introducing the company, primary point of contact
- Section 1: Qualifications
 - a. Company Qualifications and experience
 - b. Staff responsible for performing the work
- Section 2: Understanding of the scope of work
 - a. Knowledge of the Lead and Copper testing protocol
 - b. Record keeping and chain of custodial assurances
- Section 3: Project Schedule
- Section 4: Past Performance with similar projects.
- Section 5: Program Cost for each priority of the project
 - a. In the cost proposal include a separate price for each priority listed below
 - b. Cost proposal should include all costs except the third party testing lab
 - c. Any overtime, benefits, travel, and administrative costs should be lumped into the total price proposal for each priority

GENERAL REQUIREMENTS

1. Companies interested in responding to this Request for Proposal (RFP) shall respond to all requirements in the RFP to be considered responsive.
2. Questions about this RFP must be sent via email to TIM WOOD at timw@spokaneschools.org before the question deadline listed in the timeline.

3. The District reserves the right to accept or reject any and all offers and to waive any technicalities and informalities, and to be the sole judge of quality. Award will be based on what, in our opinion, is most advantageous to the District. The proposer must understand and agree to these conditions
4. It is expected that a single respondent meeting all of the district's requirements will be selected to implement this program. If for any reason a respondent cannot meet all the requirements set forth in this RFP, the respondent must indicate any variances/deviations within their proposal.
5. The district will not reimburse any respondents for the costs of preparing their proposals.
6. Selected respondents will be required to abide by all School district policies and procedures and school site regulations related to student health, safety, and security.
7. If any work will be subcontracted, (excluding third party independent testing lab) the respondents must identify the types of work to be subcontracted and name of the firm that you propose to perform subcontracted work. If subcontractors are not yet identified, the process for selecting subcontractors must be outlined. The district reserves the right to reject any subcontractor appointments that do not meet our requirements for quality, safety, past performance record, or pricing.
8. Respondents must have prior experience performing this type of work for similar customers to be considered.
9. Contract terms will be negotiated and finalized once a single firm is selected.

DESCRIPTION OF WORK

Where to sample

Identify fixtures used regularly for drinking or cooking. Provide documentation of those fixtures that are to be tested. Test at least one of each fixture type, including drinking fountains, water coolers, and faucets. At least 50% of each fixture type must be tested. Successful proposer will be provided floor plan drawings indicating where each water fixture is located.

Fixture Types that will be included in the sampling

1. Porcelain Drinking Fountain with original, twist handle
2. Porcelain Drinking Fountain that has been converted, push button
3. Stainless Drinking Fountain with original hardware, twist handle
4. Stainless Drinking Fountain that has been converted, push button
5. Refrigerated drinking fountain
6. Refrigerated Drinking fountain with water bottle filling station
7. Classroom Drinking fountain, original handle
8. Classroom drinking fountain, converted handle
9. Sink in staff lounge or workroom
10. Life skills classroom sinks
11. Sink in Express room or multi-purpose room
12. Kitchen food prep sink only
13. Sink in Health room
14. Drinking fountain in portable
15. Classroom sink in portable if there is no drinking fountain
16. Faucet on three compartment sink if used for washing produce
17. Dental sinks
18. Hose bib at Joe Albi for drinking water hose

When to Sample

Some facilities will be occupied during the testing program. In the event the proposer cannot provide adequate assurance that the testing protocol hasn't been compromised then testing may need to occur after normal business hours and/or on weekends to provide this required assurance. No additional reimbursement will be made to the proposer if testing needs to occur after normal business hours. If after hours testing is required the district will provide an escort to each testing team conducting the tests to provide access to the facility being tested. The escort costs will not be the responsibility of the Proposer.

First Draw Sampling:

Make sure cold water is the last to run through the fixture, a recommended five minute flushing period should occur 8 hours prior to the first draw samples. Document the time, date and location of the fixture that is being flushed. After flushing, allow water to sit in the plumbing system at least 8 hours but no more than 18 hours before samples are drawn. No water may run through this fixture during the rest period. Place a 250 ml sample bottle under the faucet and open the cold water tap. Fill the bottle to the shoulder or to the line marked "250ml", turn off the water and cap the bottle tightly. Document the time date and location of the first draw samples. Provide tracking method for test sample and chain of custody. Collect sample bottles and deliver to a third party testing lab mutually agreeable to both parties. After test samples are completed by testing lab, deliver the test results to the Program Administrator.

The sample bottles and labels will be provided by the third party testing lab at no cost to the proposer.

TESTING PRIORITIES

Note: Provide separate cost for each priority. The quantity listed next to each site is the total amount of fixtures at that site. The successful proposer is required to test at least 50% of the fixtures listed.

Priority One – Test at least 50% of each type of fixture shown, minimum of one fixture of each type

Audubon Elementary (38)	Bryant Center (23)	Sheridan Elementary (32)
Administration Bldg. (7)	Facilities Services (12)	ITSC and Portables (9)
Science Center (3)	Community Images SCC (4)	Hart Field (7)
Joe Albi Stadium (3)	Pacific Park (1)	Old Jefferson (27)
Music Portables (2)		

Total Proposed cost for Priority One Testing \$ _____

Priority Two – Test at least 50% of each type of fixture shown, minimum of one fixture of each type

Adams Elementary (21)	Arlington Elementary (38)	Balboa Elementary (32)
Bemiss Elementary (41)	Browne Elementary (30)	Cooper Elementary (39)
Finch Elementary (40)	Franklin Elementary (26)	Garfield Elementary (38)
Grant Elementary (36)	Hamblen Elementary (38)	Holmes Elementary (38)
Hutton Elementary (41)	Indian Trail Elementary (31)	Jefferson Elementary (43)
Lidgerwood Elementary (31)	Lincoln Hgts Elementary (35)	Linwood Elementary (36)
Logan Elementary (37)	Longfellow Elementary (36)	Madison Elementary (34)
Moran Prairie Elementary (36)	Mullan Road Elementary (39)	Regal Elementary (36)
Ridgeview Elementary (33)	Roosevelt Elementary (38)	Stevens Elementary (38)
Westview Elementary (35)	Whitman Elementary (43)	Willard Elementary (37)
Wilson Elementary (16)	Woodridge Elementary (36)	The Montessori School (36)
Libby Center(31)		

Total Proposed cost for Priority Two Testing \$ _____

Priority Three – Test at least 50% of each type of fixture shown, minimum of one fixture of each type

Chase Middle School (24) Garry Middle School (24) Glover Middle School (28)

Sacajawea Middle School (39) Salk Middle School (36) Shaw Middle School (27)

Total Proposed cost for Priority Three Testing \$_____

Priority Four – Test at least 50% of each type of fixture shown, minimum of one fixture of each type

Ferris High School (64) The Community School (17) Lewis & Clark High school (53)

North Central H. School (58) Rogers High School (32) Shadle Park high School (47)

On Track Academy (10) The Skills Center (17) Map Center (2)

Nevada Warehouse (2)

Total Proposed cost for Priority Four Testing \$_____

STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE/REJECTION**: SPS reserves the right to accept or reject RFPs, to waive informalities, and to contract in the best interest of SPS. This RFP does not obligate SPS to contract for services specified herein.
2. **TOBACCO/DRUG/WEAPON PROHIBITION**: All SPS owned and operated property are tobacco free, drug free, and weapon free environments. Proposer personnel shall conform to this policy at all times while on SPS premises.
3. **CONFLICT OF INTEREST**: SPS officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of an SPS contract entered into, or anticipated in the future, from any person, firm, or corporation. SPS employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to SPS.
4. **PERSONAL LIABILITY**: It is agreed by the proposer hereto that in no event shall any official, officer, employee or agent of SPS when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this solicitation.
5. **PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**: Under the Washington State Public Records Act, Chapter 42.56 RCW ("Public Records Act"), public records include, but are not limited to, bid or proposal submittals, agreement documents, contract work product, or other bid or proposal material. The Public Records Act requires that SPS promptly disclose public records upon request unless the Public Records Act or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (reference RCW 42.56 and RCW 19.108). Proposers must be familiar with the Public Records Act and the limits of record disclosure exemptions. If any of the records you are submitting to SPS as part of your proposal are exempt from disclosure pursuant to a specific exemption, clearly and specifically identify each record and the specific exemption(s) that may apply. (If you are awarded an SPS contract, the same exemption designation will carry forward to the contract records.) Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria. Only the specific records or portions of records properly identified by you as exempt will be considered for exemption. All other records will be considered fully disclosable upon request. The SPS will not assert an exemption from disclosure on your behalf. SPS will not withhold materials from disclosure simply because you take the position that they are exempt, but instead reserves the right to make its own determination. If SPS receives a public disclosure request for any records you have specifically listed as exempt, SPS may notify you of the request and, while not legally obligated to do so, may temporarily postpone disclosure in order to allow you to file a court injunction to prevent SPS from releasing the records (reference RCW 42.56.540). If you fail to obtain a court

order, SPS will release the documents. By submitting a proposal, the proposer acknowledges the obligations herein and acknowledges that SPS has no obligation or liability to the proposer if records are disclosed.

- 6. RECOMMENDATION.** Based on the recommendations of the SPS Selection Committee, and appropriate District approval, a contract will be awarded to the proposer with the highest score based on the evaluation criteria listed above. SPS reserves the right to reject any or all submittals, to award in the best economic interest of SPS, and to waive any informalities or irregularities in the solicitation process.

7. INSURANCE

During the term of any contract as a result of this RFP, Vendor shall maintain in full force and effect at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the defense, indemnity and hold harmless obligations provided under this Agreement. It shall provide that SPS, their officers and employees are additional insureds, but only with respect to Proposer's services to be provided; and
- C. Automobile liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

Proposer or its insurer(s) shall provide thirty (30) days' written notice to SPS of any cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s).

As evidence of the insurance coverages required by this RFP, Proposer shall furnish acceptable evidence of the required insurance to SPS at the time it submits its proposal. The evidence of insurance shall specify all of the parties who are to be named additional insured, include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to SPS acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided upon contract award. Proposer shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8. INDEMNIFICATION

Vendor shall defend, indemnify and hold harmless SPS, its officers and employees, from all claims, demands, or suits in law or equity arising from Proposer's negligence or breach of its obligations under any awarded contract. Proposer's duty to indemnify shall not apply to liability caused by the negligence of SPS, its officers and employees. Proposer's duty to indemnify for liability arising from the concurrent negligence of SPS, its officers and employees and Proposer, its officers and employees shall apply only to the extent of the negligence of Proposer's, its officers and employees. Proposer's duty to defend, indemnify and hold harmless shall survive termination or expiration of any awarded contract. Proposer will waive, with respect to the SPS only, its immunity under Title 51 RCW, Industrial Insurance.

9. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with any awarded contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

10. DISPUTES

This RFP in addition to any awarded contract shall be performed under and governed by the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

PROPOSAL CERTIFICATION

I certify that I am authorized to represent _____ (company) in providing this RFP response and that by signing this form I certify to the best of my knowledge the information submitted in the Proposal Packet is a true and accurate representation of my company's qualifications and proposal.

Receipt of addenda numbered _____ is hereby acknowledged _____

(Fill in number of each addenda received)

(Respondent's Initials)

Company

Date

Address

Phone

Printed Name and Title

Signature

Email Address

UBI Number

I. EEO / Debarment Certification

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____

Phone Number: _____

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: _____

Date: _____

Title: _____

Firm: _____

Address: _____

City State & Zip: _____