

City of O'Fallon Emergency Resident Notification System Request for Proposals #22-099

# **CITY OF O'FALLON, MISSOURI**

# **REQUEST FOR PROPOSALS**

## RFP NUMBER 22-099

## **EMERGENCY RESIDENT NOTIFICATION SYSTEM**

## December 30, 2022

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

Affidavits (Worker Eligibility, Anti-Collusion)

### PROPOSAL INSTRUCTIONS

#### PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing an emergency resident notification system for the City of O'Fallon. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O'Fallon (hereafter referred to as "the City") to satisfy the needs as outlined in the scope of services.

### SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	December 30, 2022
Deadline for submission of questions:	January 04, 2023 at 12:00 P.M. CST
Proposal submission deadline:	January 13, 2023 at 12:00 P.M. CST

### **PROPOSAL SUBMISSION**

Sealed proposals must be received by the City of O'Fallon, Missouri; Purchasing Office, 100 North Main Street; O'Fallon, Missouri 63366 prior to January 13, 2023, at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and one electronic copy on CD (no flash/thumb drives) of the complete proposal. The file submitted on CD shall include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals will be opened and evaluated in private by City staff. A public opening will not be held.

To make delivery of proposals for this project, the delivery vendor or bidder may hand deliver the proposal during City Hall hours of Monday – Friday 8:30 am - 4:30 pm. Mailed proposals are accepted with regular mail service each day.

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP # 22-099 Emergency Resident Notification System**" and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. *Do not staple or submit bid in any type of binder; binder clips are acceptable.* 

#### QUESTIONS

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CST) on January 04, 2023 via email <u>cgrabin@ofallon.mo.us</u>. The City will only respond, via addendum, by the end of day on January 05, 2023 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <u>http://www.ofallon.mo.us/bid-opportunities</u>

### AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates

regarding any addenda associated with this proposal request. Addenda are available on our website at: <u>http://www.ofallon.mo.us/bid-opportunities</u>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

### END OF PROPOSAL INSTRUCTIONS

### TERMS AND CONDITIONS

### **QUALIFICATIONS:**

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

### LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

### LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

#### **NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.

### **E-VERIFY:**

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

### **METHOD OF AWARD / SELECTION:**

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

### **TERMS/CANCELLATION AND DAMAGES:**

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

### **AWARD REQUIREMENTS:**

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O'Fallon reserves the right to accept or reject any and all proposals received.

### **PRICING:**

This request for proposal is a one (1) year agreement, exercised at the sole discretion of the City of O'Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

### **RENEWAL & EXTENSION:**

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional one (1) year periods. In no event shall the term plus renewals exceed five (5) years. The items or services purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of the proposal packet. Request for a price increase for each period must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

### CONTACT WITH CITY OF O'FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

### **RESPONSE MATERIAL OWNERSHIP:**

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

### **PROPRIETARY INFORMATION:**

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

### **CONFIDENTIALITY:**

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as "Confidential/Proprietary" information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term "Confidential/Proprietary" does not include ideas, techniques, or concepts that are in the public domain.

### **EVALUATION RIGHTS:**

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

### **REJECTION OF PROPOSALS:**

The City of O'Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

### **INCURRING COSTS:**

The City of O'Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

### SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

### **DISCRIMINATION POLICY:**

The City of O'Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

### WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

### **INSURANCE:**

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O'Fallon as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate.

### **INDEMNITY:**

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Vendor's defense of any such claims, actions, or suits.

### **PAYMENT TERMS AND CONDITIONS:**

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax exempt certificate shall be presented to the firm or company that is awarded a contract.

### Inquiries concerning this Request for Proposals shall be directed to:

Christine Grabin Purchasing Agent City of O'Fallon, Missouri 100 North Main Street O'Fallon, Missouri Phone: (636) 379-5527 cgrabin@ofallon.mo.us

#### END OF TERMS AND CONDITIONS

### RFP NUMBER 22-099

### **SCOPE OF WORK**

### Vendor References:

- 1. Provide at least five City and/or County references that currently use the proposed system. Please include the following information:
  - a. Agency name
  - b. Address, city, state, zip
  - c. Contact information, including name, phone number and email address
  - d. Years using system
  - e. Population
- 2. Provide a minimum of two non-testing instances where the proposed system has been effectively used to complete a high volume of calls for emergency situations in a community of a similar size.
- 3. What is the most calls the vendor has effectively launched within a single day for a City and or County. Provide an explanation of the event.
- 4. Have any of the vendor's clients been unable to deliver notifications due to system downtime (Scheduled or unscheduled)? If so:
  - a. Provide the length of downtime for each instance and explain how the situation was resolved.
  - b. Explain how notifications were impacted during this time?
  - c. What steps were taken to remedy the situation afterwards?

### **System Architecture:**

- 5. Describe the proposed system's ability to deliver a high volume of calls within a short period of time.
- 6. The proposed system must not overload the local telephone circuits during an emergency. Describe how the system detects limitations in the local telephone infrastructure and adjusts the call volume as needed to increase efficiency.
- 7. Describe the system's capabilities, at a minimum, to send messages via the following methods from within a single interface:
  - Voice (both landline and cellular line)
  - Text
  - Email
  - Mobile app
  - Social networks
- 8. Describe in detail the involvement of all third-party suppliers and infrastructure support organizations.
- 9. Describe the failover capabilities of the proposed system's server architecture.

- 10. Explain in detail the vendor's measures to safeguard the system from downtime caused by catastrophic event, electrical failure, Internet outage, etc.
- 11. What measures are taken to secure the system from unauthorized access?
- 12. Describe each of the vendor's physical facility locations.

#### **Message Delivery:**

- 13. How quickly can the proposed system begin the first call out for staff notifications?
- 14. How quickly can the system begin the first call out for a full community alert?
- 15. Explain how the proposed solution avoids truncated or repeated messages resulting from automated answering devices.
- 16. Does the system allow for a message recipient to immediately hear the recorded message upon answering the phone?
- 17. Does the proposed system automatically attempt to redial all numbers that had an undelivered message?
- 18. Describe the system's mobile capabilities to reach both residents and regional visitors during an emergency.
- 19. Can the system send staff notifications, map calls, and deliver messages—all in one step from a single launch process?
- 20. Can users create separate messages for each method of notification delivery (e.g., text, email, etc.)?
- 21. Can users create custom recipient groups for specific messages (e.g. employee groups, neighborhood association contacts, elected officials, etc.)?
- 22. Detail the proposed process for determining throughput speed on the local infrastructure.
- 23. Will the vendor provide an annual data and infrastructure performance test, utilizing all system database components? List any additional fees in the cost proposal.

### **Mobile application:**

- 24. Does the system provide a mobile app for notifying both residents and visitors to the area?a. Can this mobile app be customized for client or is it standard across all clients?
- 25. On what devices can the mobile app be used?
- 26. To date, approximately how many downloads has the proposed app received?
- 27. Can recipients select the types of alerts they would like to receive?
- 28. Is the app ad-free for a streamlined user experience?

- 29. Describe how the mobile app can enhance the agency's interoperability with surrounding jurisdictions.
- 30. Is the option available to disseminate weather warnings through the app?

### **Automated Severe Weather Information and IPAWS capabilities:**

- 31. Is the system capable of delivering unlimited automated voice messages to the community for select warnings issued by the National Weather Service? Describe every step in the vendor's process for delivering automated weather alerts to the public.
- 32. Describe the system's ability to launch select automated weather warning calls.
- 33. Can residents indicate which types of weather notifications they receive (e.g., tornado, flash flood, and/or severe thunderstorm warnings)?
- 34. Does the system have a tool for launching FEMA IPAWS messages?
- 35. Describe the system's ability to launch messages to EAS, WEA, NWEM, and COG to COG in a single request.
- 36. Does the system provide the option to select any or all of the delivery methods listed above for a given alert?
- 37. Does the system provide a live IPAWS connectivity indicator? Please describe.
- 38. Does the system display a message verification response from the IPAWS aggregator once a call is delivered? Please describe.

### **Calling Database Management:**

- 39. Does the proposed cost include a vendor-provided database of residential, business, and cellular data for our community?
- 40. Explain how our total database will be populated and the precedence of various types of calling data.
- 41. Residents must be able to opt in to the system. How quickly can that data be available for use?
- 42. Explain how the proposed solution will keep our database up-to-date, and describe any associated costs in the pricing section.
- 43. How does the proposed system handle duplicate records?
- 44. Describe the vendor's process for removing inactive phone numbers from the database.
- 45. How does the vendor ensure that contact data is protected from resale, public records requests, and other exploitations?
- 46. Is the system capable of importing data from other databases (e.g., 911 data, utility records, etc.)? Describe any associated costs in the pricing section.
- 47. Does the proposed system use every record provided in the 911 database? Describe the vendor's methodology for cleansing 911 data or other records provided by our agency.

- 48. Describe how the system restricts some or all of the 911 data from specific users or calls.
- 49. Provide at least two (2) examples of the vendor's success in obtaining contact information from residents and businesses. In each example, specify the percentage of the total database self-supplied by citizens.
- 50. Describe the vendor's support in encouraging community enrollment and notifying residents of system features following implementation.
- 51. How many data records are currently available in the vendor's proposed system for this area?
- 52. Explain in detail residents' ability to manage their own account, sign up for service, choose the types of alerts they receive?
  - a. Explain how this system can be integrated into existing City resources, including but not limited to the City's website, City's existing mobile application, etc.

### **GIS Mapping and Geographic Data:**

- 53. Describe the vendor's mapping system/provider, outline existing capabilities, and provide a sample screen shot of the current mapping tool.
- 54. Does the system provide Esri-based mapping capabilities with multiple drawing tools and shape functions to define calling areas? Please describe.
- 55. Can users upload and overlay customer-supplied GIS maps and plume modeling files for use in defining calling areas? Describe the system's capabilities.
- 56. Does the proposed system include a proprietary mapping interface that allows users to designate an area to be notified? Detail any associated costs in the pricing section.
- 57. The City of O'Fallon will be providing one or more databases. Describe the vendor's method for geolocating each address and state the timeframe needed to geo-code a database of our size.
- 58. Does the vendor use any third-party for geo-coding? If so, describe the process and third-party support provided. If so, describe the vendor's procedures for releasing secure data to a third party.
- 59. Does the system allow users to select multiple contiguous or non-contiguous areas for notification?
- 60. Can the system import and save shape files for future use?
- 61. Is the system capable of adding custom mapping layers?
- 62. If the City of O'Fallon provides our own mapping layers for direct use within the proposed system, what is the time needed to integrate this data?
- 63. Does the system allow users to access multiple map sources and customize map views by enabling or disabling specific GIS layers?
- 64. Can users designate specific addresses on the map and define the radius around the targeted areas?
- 65. Can users easily broaden a notification area and re-launch a message to new selections and prior nonconnects—while excluding previous message recipients to avoid duplicate contacts?

- 66. Can the system prioritize notifications closest to an event location and systematically expand outward?
- 67. Does the system support notification by city or by zip code?
- 68. Can users define a notification area down to the street level, including address ranges and odd/even street addresses?
- 69. Does the system automatically geo-code all address data at entry?
- 70. Explain how the proposed system prevents geo-coding errors?

### **Reporting:**

- 71. Describe the system's reporting capabilities, including the types of data represented and how long the data is archived.
- 72. Does the system report on the status of every call, indicating whether it was answered by a live person, or reached an answering device, busy signal, or operator intercept?
- 73. Is all report data updated in real time?
- 74. Does the system provide a variety of reporting formats, including statistical presentations, as well as graphical displays (e.g., charts and maps)? Provide a sample report to illustrate the system's capabilities.

### **Training, Maintenance and Customer Support:**

- 1. Initial training is required to be included in the initial pricing structure. Describe the vendor's initial training services (onsite or other), as well as any follow-up training.
- 2. The City requires a minimum of 12 potential logins/users for our employees. How many users are allocated to the customer? Can additional users be added at no cost?
- 3. Does the vendor provide 24/7/365 live technical support?
  - a. Are there any additional costs for this service?
  - b. If no, provide detailed description of included support services.
  - c. Describe how support calls are handled.
- 4. Is client support handled by dedicated in-house team or through a third party?
- 5. What is the vendor's average response time for technical issues?
- 6. Describe the level of user involvement required for system maintenance.
- 7. Describe the implementation timeframe and resources required for an agency of our size.

### Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address and phone number.

- 2. What day(s) and time(s) is the primary contact available?
- 3. Provide a brief history of the company.

4. Describe any name or ownership changes in the past five (5) years.

- 5. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City's legal review).
- 6. Provide at least five (5) references of current or past clients for the same services being requested. Include the following information for each reference:
  - Agency name
  - Address, city, state, zip
  - Contact information
  - Years using system
  - Population
- 7. Cost Proposal:
  - Provide a comprehensive cost proposal with a complete breakdown and a grand total.
  - The City reserves the right to choose all, or a portion of the items proposed.

### 8. Renewal & Extension:

• In the event that the City of O'Fallon exercises its options to renew the contract for four (4) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Proposer shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The proposer is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods. Furthermore, the Bidder is advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn't requested, documentation of need must be provided at the time of renewal.

Optional 1st Renewal Period Maximum % Increase over Year 1 Total Bid Price:	 %
Optional 1st Renewal Period Maximum % Decrease over Year 1 Total Bid Price:	 %
Optional 2 <sup>nd</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price:	 %
Optional 2 <sup>nd</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price:	 %
Optional 3 <sup>rd</sup> Renewal Period Maximum % Increase over Year 1 Total Bid Price:	 %
Optional 3 <sup>rd</sup> Renewal Period Maximum % Decrease over Year 1 Total Bid Price:	 %
Optional 4th Renewal Period Maximum % Increase over Year 1 Total Bid Price:	 %
Optional 4th Renewal Period Maximum % Decrease over Year 1 Total Bid Price:	%

### **Evaluation Criteria:**

The City reserves the right to select the Vendor who best meets the "overall" needs of the City of O'Fallon based primarily on the following criteria (not listed in any order of importance):

- All costs related to the project, both initial and ongoing.
- The ability to serve the City of O'Fallon's needs for multiple years.
- The ability of the Vendor to provide ongoing technological updates to the system as they become available.
- How easy the system is to use.
- The system's ability to reach all residents via landline, mobile phones, text, mobile app, email, etc.
- Adherence to the requested Information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the Vendor

### END OF SCOPE OF WORK

### **PROPOSAL FORM**

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 22-099 and to all the conditions imposed herein, the undersigned offers and agrees to provide an emergency resident notification system for the City of O'Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: ( ) Individual; ( ) Partne	ership; () Corporation	
Incorporated in the state of:		
COMPANY:	SIGNATURE:	
ADDRESS:	_ NAME:	
CITY:	TITLE:	
STATE/ZIP:	PHONE NO.:	
TAX ID NO.:	DATE:	
Acknowledge the receipt of addenda by initialing box below as appropriate.		
Addenda 1 Addenda 2	Addenda 3 Addenda 4	

#### WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

 WOKKER I

 STATE OF \_\_\_\_\_\_\_\_)

 ) ss

 COUNTY OF \_\_\_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I, the Affiant, am the \_\_\_\_\_\_ of \_\_\_\_\_, and I am duly title business name

authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O'Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

 Affiant Signature

 Subscribed and sworn to before me in \_\_\_\_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.

 city (or county)

 state

My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

# ANTI-COLLUSION STATEMENT

STATE OF	
CITY/COUNTY OF	
	being first duly sworn, deposes and says that he is
Title of Person Sign	ling
of	
Name of Bidder	

that all statements made, and facts set out in the proposal for the above project are true and correct;

and the bidder (The person, firm, association, or corporation making said bid) has not, either directly

or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action

in restraint of free competitive bidding in connection with said bid or any contract which may result

from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any

other bidder for the above project.

	BY
	BY
	BY
SWORN to before me this	day of 20
	Notary Public
My Commission Expires	