



City of O'Fallon
Water and Sewer Department In-House Project Management Contract Services
Request for Proposals #23-085

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 23-085

**WATER AND SEWER DEPARTMENT IN-HOUSE PROJECT MANAGEMENT
CONTRACT SERVICES**

October 27, 2023

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

City Contractor Agreement

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive sealed proposals from qualified companies or individuals capable of providing in-house project management services for the City’s Public Works Department – Water and Sewer Division. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications. The decision made by the City to select the contractor based on qualifications is final. The City reserves the right to reject any or all applications, in whole or in part, as may be in its best interest and to waive minor irregularities and informalities.

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:	October 27, 2023
Deadline for submission of questions:	November 6, 2023, at 12:00PM CST
Proposal submission deadline:	November 9, 2023, at 12:00PM CST
Evaluation of proposals:	November 14, 2023
Potential Award:	November 17, 2023

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 **November 9, 2023 at 12:00PM** (prevailing central time).

Each proposal shall consist of one (1) original and one (1) electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

The proposal must be signed by an authorized representative of the company. Include the name, title, office address, and office telephone of the primary contact person. Proposals may be withdrawn by notifying the City in writing prior to the deadline.

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 must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 23-085 – Water and Sewer Department In-House Project Management Contract Services**” and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal.

QUESTIONS

All questions must be submitted in writing to **Steve Bender, Director of Public Works**, no later than 12:00 P.M. (CST) on **November 6, 2023**, via email sbender@ofallon.mo.us. The City will only respond by the end of day on **November 7, 2023**, to questions from Respondents. Answers to questions will only be distributed via addendum and posted on the City's website.

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. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the City's 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

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

The City of O'Fallon may make such investigations as deemed necessary to determine the ability of the proposer to perform the work and the proposer shall furnish to the City all such information and data for this purpose as the City may request.

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:

Proposer 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.

PRICING:

This request for proposal for is a twelve (12) month agreement running from December 2023 to November 2024. While the contract will be written for a 12-month period, the expected services will primarily run from December 2023 to June 2023. The pricing stated by the respondent in the cost proposal section shall remain firm for the twelve (12) month period from the start date of the contract. Increases to the rates may be considered on a yearly basis at the written request of the successful proposer. Cost increases in labor and/or equipment rates shall be no higher than the one-year percentage increase of Consumer Price Index as compiled by the United States Bureau of Labor Statistics. Price decreases are allowed at any time.

RENEWAL & EXTENSION:

The successful proposer will be awarded a twelve (12) month agreement effective the date of award. Renewal or extension of this agreement shall be based on mutual agreement of both parties. Proposers may, at their option, include a rate for a 12-month renewal period in the proposal. The renewal period would run from December 2024 to November 2025.

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 contact noted below. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

Inquiries concerning this Request for Proposals shall be directed to:

Stephen Bender, P.E.
Director of Public Works
City of O’Fallon, Missouri
100 North Main Street
O’Fallon, Missouri
sbender@ofallon.mo.us

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 proposer 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 proposer 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 proposer 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 City’s 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 proposer 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 proposer and its employees, or because of any act or omission, neglect or misconduct of the proposer, 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 proposer shall likewise be liable for the cost, fees and expenses incurred in the City’s or the proposer’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.

PREVAILING WAGE LAWS:

This RFP is for professional services and therefor is not subject to the Missouri prevailing wage requirements.

END OF TERMS AND CONDITIONS

CITY OF O'FALLON, MISSOURI

RFP NUMBER 23-085

SCOPE OF WORK

The City is seeking proposals for water and sewer department in-house project management contract services. This work will include managing projects from the owner's (city's) perspective. The work will include and/or require the following:

- Experience working with public agencies on projects for public drinking water and sanitary sewer systems.
- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study in Civil or Environmental Engineering.
- Experience sufficient to thoroughly understand the water and sewer systems to be able to answer questions and resolve problems.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Missouri.
- Manages engineering, surveying, and professional firms for design projects; establishes, negotiates, and executes contracts.
- Manages contracts with companies for construction projects.
- Reviews plans, specifications, and estimates for construction projects.
- Manage the allocated budget to ensure all project-related costs fall within a determined budget for the project.
- Manage the timeline of projects to ensure on-time completion.
- Ensure project documentation is maintained and archived.
- Preparation of Council Agenda items and purchase order requests.
- With assistance of engineering firms, prepares bid documents, advertisements, and addenda in coordination with Purchasing Agent.
- Reviews shop drawings, submittals, certified payrolls, and test reports.
- Prepares and issues Requests for Qualifications to engineering firms for design services.
- Pays invoices for contracting engineering firms; prepares spreadsheets and invoices.
- Meets with residents concerning projects during design and construction.
- Sends plans to utility companies for review and coordinates relocations.
- Knowledge of the principles and practices associated with public works operations, including plan review, and construction inspection.
- Knowledge of the principles and practices associated with the design, construction, and management of roadways, storm sewers, sanitary sewers, water mains, and water & sewer facilities.
- Knowledge of engineering principles and practices.
- Knowledge of relevant federal, state, and local laws, regulations, and policies.

Interested agencies should submit proposals that are not limited to, but include the following:

- A. The Statement of Qualification shall include an informative narrative report introducing your company. Additionally, a Statement of Qualifications detailing the experience of all individuals responsible for providing service under this contract should be submitted.
- B. The proposed fee (hourly rate) for the contract services.

- C. The hours per week contractor is available for contract services. Note that the City is looking to have the contractor work approximately 20 hours a week with the primary workload extending from December 2023 to June 2024. The contract will extend to November 2024 in case additional hours are needed after June of 2024.
- D. 3 professional references
- E. Copies of any documents the proposer would like the City to consider as part of acceptance of this proposal.
- F. The proposal shall be limited to 10 pages.
- G. Any other information deemed relevant by proposer.

Award of Contract / Evaluation Criteria:

No formal bid opening will be held for this RFP. Submittals for this RFP will be evaluated based on, but not limited to, items listed in the scope of work. The City reserves the right to select the Proposer 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):

- Proposed Fees (30 Points)
- Experience in performing the requested services for similar projects pertaining to water and sewer systems. (10 Points)
- Expertise of personnel assigned to the projects. (10 Points)
- References from past and present clients. (5 Points)

(55 Total Points)

For a contract value over \$75,000, once a tentative agreement has been formulated, a recommendation will be presented to the City Council for review and approval. Contracts under \$75,000 may be reviewed and approved by the City Administrator. At any time prior to the award of contract, the City may modify its choice of a selected individual or business if circumstances indicate it would be in the best interest of the City.

In the event the selected individual or business does not execute the contract within fourteen (14) calendar days after the City awards the contract, the City may notify the individual or business of intent to contract with the next most qualified individual or business or call for new proposals.

CITY OF O'FALLON, MISSOURI

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 and to all the conditions imposed herein, the undersigned offers and agrees to provide services 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; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

PRINTED NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

EMAIL ADDRESS: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.			
Addenda 1 _____	Addenda 2 _____	Addenda 3 _____	Addenda 4 _____

PROPOSAL FORM (continued)

Submittal Information:

Required	Included (Y/N)
A statement of qualifications related to in-house water and sewer department project management contract services. (Limited to 10 pages)	
The proposed hourly rate for services	
References. (3 minimum)	
Any other information deemed relevant by proposer.	

(SEAL - IF PROPOSAL IS BY A CORPORATION)

PROPOSER SIGNATURE/ATTEST:

CORPORATE SEAL (IF APPLICABLE)

Name: _____

Signature: _____

Date: _____



City Contractor Agreement

<SAMPLE> AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of O'Fallon, Missouri (CITY) and _____ (VENDOR). The parties agree as follows:

1. VENDOR agrees to provide the CITY with products or services in accordance with the bid documents and specifications entitled _____ with a public bid opening held on ____<date>____. Said bid documents and specifications shall be incorporated into this contract by this reference.
2. The CITY in accordance with the attached Proposal will pay VENDOR an amount not to exceed \$ _____ upon completion of the work noted above.
3. VENDOR shall provide and bill for only those services associated with this project. No additional charges will be allowed without prior approval. All work performed shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees in the performance of this agreement that it will not discriminate against any employee of applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this Agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates in amounts as detailed in the bid specifications. VENDOR shall provide 30 days written notice prior to any change in insurance.
7. VENDOR agrees to indemnify the CITY, its' officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.
8. VENDOR has verified the U.S. Citizenship or lawful status of all its workers employed on the Project.
9. VENDOR is hereby notified of the State requirements to pay prevailing wage and will, to the extent applicable by law, pay the prevailing wages to all its workers employed on the Project as established by the current Annual Wage Order for St. Charles County, Missouri.
10. VENDOR certifies that, to the extent applicable by law, it is in compliance with Federal Law requiring an accredited apprenticeship program if applicable.
11. CITY approval and acceptance of this agreement will come in the form of an official Purchase Order being issued to VENDOR for the items noted above.

VENDOR:

CITY OF O'FALLON, MISSOURI

Company Name

Michael Snowden, City Administrator Date

Signature Date

ATTEST:

Print Name

Bess Bacher, City Clerk Date

END OF REQUEST FOR PROPOSAL