



City of O'Fallon – Water & Sewer Department  
**Water & Sewer After Hours Emergency Call Services**  
Request for Proposals #24-034

**CITY OF O'FALLON, MISSOURI**

**REQUEST FOR PROPOSALS**

**RFP NUMBER 24-034**

**WATER & SEWER AFTER HOURS EMERGENCY CALL SERVICES**

**March 15, 2024**

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

**CITY OF O’FALLON, MISSOURI**

**PROPOSAL INSTRUCTIONS**

**PURPOSE**

The purpose of this Request for Proposal (RFP) is to obtain competitive sealed proposals from qualified telephone answering service providers for the provision of after-hours call handling from individuals seeking the City to address after hours emergencies related to the water distribution system or the sewer collection system. It is the expectation of the City of O’Fallon that the successful respondent will be able to establish the validity of the concern, the urgency of the concern, and provide the on-call City employees the details necessary to understand the type of concern and approximate location of the concern. These after-hours answering services would typically be needed Monday through Friday 5:00 p.m. - 8:00 a.m., on weekends, and during scheduled holidays. All service times are on prevailing Central Time.

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 work.

**SCHEDULE OF ACTIVITIES**

Release and advertisement of RFP:	March 15, 2024
Deadline for submission of questions:	March 20, 2024 at 12:00 P.M. CDT
Proposal submission deadline:	March 28, 2024 at 12:00 P.M. CDT

**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 March 28, 2024 at 12:00 P.M. (CDT). Each proposal shall consist of one (1) original (identified as such), one (1) copy (identified as such), 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.

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 # 24-034 Water & Sewer After Hours Emergency Call Services**” 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.

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CDT) on March 20, 2024, via email [cgrabin@ofallon.mo.us](mailto:cgrabin@ofallon.mo.us). The City will only respond by the end of day on March 21, 2024 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

**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: <http://www.ofallon.mo.us/bid-opportunities>. 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

## CITY OF O'FALLON, MISSOURI

### 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.

## **PRICING:**

The pricing stated by the bidder in the bid documents shall remain firm for a one-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 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 submitted cost proposal. Price decreases are allowed at any time. Request for a price increase 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.

## **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.

## **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. Any contact will result in immediate disqualification of the proposer.

## **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](mailto:cgrabin@ofallon.mo.us)

**CITY OF O’FALLON, MISSOURI**

**RFP NUMBER 24-034**

**SCOPE OF WORK**

The City of O’Fallon, Missouri, is soliciting sealed proposals from qualified companies to provide an after-hours emergency telephone service for the Water & Sewer Department.

The call volume for this type of service, over the last couple of years, has typically been between 600 – 900 minutes. However, 30% of the time the volume range has been approximately 1,000 – 1,200 minutes.

**SERVICE REQUESTED:**

- A statement of experience in providing the services proposed as well as experience in providing services for other entities.
- Please provide examples of currently utilized protocols, call scripts, and the ability to connect with local first responders.
- A statement of the ability to identify customers who receive service from the City of O’Fallon Water, Sewer, or both and the ability to communicate to them about their needs related to these services, then to communicate the concern to after-hours field employees, and the ability to provide canned responses or eliminate an after-hours response.
- Provide sample of call documentation processes and a statement of how the information would be provided to the City.
- A statement of back-up capability in order to avoid any interruption in after-hours call services.
- A cost proposal which shall include a fixed base monthly call handling charge and per minute charge. As well as any other additional charges that may apply.
- Any other information believed to be relevant or useful for the City in its selection of an after-hours call service provider.

**ADDITIONAL INFORMATION BEING REQUESTED:**

Please submit the following information in the format below with your proposal. Use additional sheets as necessary.

**A. Supplemental Information**

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

---

---

---

2. What day(s) and time(s) is the primary contact available? \_\_\_\_\_



- Names and qualifications of employees who would be involved in this project.

---



---



---

- Provide a brief history of the company.

---



---



---

- Number of years in business and describe any name or ownership changes in the past five (5) years.

---



---

- Provide at least four (4) references of current or past clients for the same services being requested. Include key contact names and phone numbers for each reference.

- Provide information as requested in the Scope of Work.

**B. Cost Proposal**

WATER & SEWER AFTER HOURS EMERGENCY CALL SERVICES BID					
	2024	Optional Year 2025	Optional Year 2026	Optional Year 2027	Optional Year 2028
Monthly On-Call Base Fee					
Additional Fee per Minute*					
*Bid comparisons will be based on 1000 minutes per month--Monday through Friday 5:00 p.m. - 8:00 a.m., on weekends, and during City holidays.					

**C. Renewal Clause**

In the event that the City of O’Fallon exercises its options to renew the contract for four (4) additional year periods pursuant to the applicable provisions outlined in this document, the increase for each renewal period will be in accordance with the Cost Proposal.

**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):

- Fees
- Reputation/References
- Completeness and professionalism of the proposal
- Experience

**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 Number 24-034 and to all the conditions imposed herein, the undersigned offers and agrees to provide an after-hours emergency call service for the City of O’Fallon in accordance with the scope of work 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: \_\_\_\_\_

NAME: \_\_\_\_\_

CITY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE/ZIP: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

TAX ID NO.: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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]*



## 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 private opening held on \_\_\_\_<date>\_\_\_\_. Said proposal 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. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner. 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. This contract shall be renewable, not to exceed four (4) times, at the terms of the original contract executable solely at the discretion of the CITY upon acceptance by the VENDOR, under the VENDOR's understanding that the quantities and aggregate amount of the contract are subject to change.

VENDOR:  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

CITY OF O'FALLON, MISSOURI  
\_\_\_\_\_  
Michael Snowden, City Administrator Date \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Bess Bacher, City Clerk Date \_\_\_\_\_