



City of O'Fallon – Water & Sewer Department
Peruque Lift Station HVAC Replacement
Request for Proposals #20-034

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 20-034

PERUQUE LIFT STATION HVAC REPLACEMENT

April 24, 2020

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 HVAC contractors to furnish and install two new 5-ton cooling units at the City’s Peruque Lift Station.

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

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	April 24, 2020
Deadline for submission of questions:	May 11, 2020 at 12:00 P.M.
Proposal submission deadline:	May 14, 2020 at 3:00 P.M.

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 Thursday, May 14, 2020 at 3:00 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 CD or flash/thumb drive of the complete proposal. The file submitted on CD or 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 # 20-034 Peruque Lift Station HVAC Replacement**” 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 Julie Moellering, Purchasing Agent, no later than 12:00 P.M. (CDT) on May 11, 2020 via email jmoellering@ofallon.mo.us or fax (636) 978-4144. 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.

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 Julie Moellering, 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.

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.

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.

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.

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:

Julie Moellering
Purchasing Agent
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri
Phone: (636) 379-5527
Fax: (636) 978-4144
jmoellering@ofallon.mo.us

CITY OF O'FALLON, MISSOURI

RFP NUMBER 20-034

SCOPE OF WORK

The City of O'Fallon, Missouri, is accepting sealed proposals from qualified companies to provide HVAC units for the Water & Sewer Department.

General Information:

- The project site is located at 1600 Progress West Lane, see site map for lift station location.
- Provide specifications of the proposed units with the proposal.
- Remove two Liebert exterior wall hanging units.
- Recover refrigerant from both Liebert units.
- Furnish and install two (2) new 5-ton Trane Roof Top Units Cooling only units or an approved equal equivalent.
- Both units must have chemical resistant coils. Prior units were damaged by hydrogen sulfide gases that come out of the lift station.
- Both units will be located on the ground, set on curbs, with duct work ran into building.
- Furnish and install necessary duct work for both units, including increasing the size of the existing access holes into the building or sealing of unused space in the existing access holes into the building.
- Furnish and install necessary power wiring for both units.
- Furnish and install necessary control wiring for both units.
- Furnish and install two (2) thermostats.
- Contractor is responsible for hoisting new units and removal/disposal of existing units.
- Contractor is responsible for start-up of both units.
- A statement of experience in providing the services proposed as well as experience in providing services for other entities.
- The workmanship must be warrantied for one (1) full year from completion date of installation.
- Provide complete information regarding equipment warranty.
- Provide a list of sub-contractors, if you plan to use any.
- Any other information believed to be relevant or useful for the City in its selection of a contractor.

SITE VISIT:

A site visit will be available on Wednesday, May 6, 2020 from 1pm to 3pm. Please contact Ben von Harz at (636) 379-7600 to schedule the visit. This will be the only opportunity to visit the site.

Please be advised that you may be subject to the COVID-19 screening procedures that are currently in place for the City.

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?
3. Names and qualifications of employees who would be involved in this project.
4. Provide a brief history of the company.
5. Number of years in business and describe any name or ownership changes in the past five (5) years.
6. 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.
7. Provide information as requested in the Scope of Work.

B. Cost Proposal

1. Provide a comprehensive cost proposal with a complete breakdown and a grand total.
2. The City reserves the right to choose all or a portion of the items proposed.

C. Proposed Make/Model

1. Submit the proposed make and model of the units and include specifications for the units.

D. 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
- Experience in work required
- Quality of work on previous City projects or favorable references
- Quality of proposed HVAC equipment
- Local/geographical preference
- Completeness and professionalism of the proposal

E. Site Map:



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 20-034 and to all the conditions imposed herein, the undersigned offers and agrees to furnish and install new HVAC units and remove the old 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: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.

Addenda 1 _____ Addenda 2 _____ Addenda 3 _____ Addenda 4 _____

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.

VENDOR:

CITY OF O'FALLON, MISSOURI

Company Name

Michael Snowden, City Administrator Date

Signature Date

ATTEST:

Print Name

Pamela Clement, City Clerk Date