



CITY OF MARTINSVILLE, VIRGINIA Proposal for Out Sourcing Afterhours Emergency Calls

Sealed proposals will be received until **2:00 p.m. on Wednesday, November 9, 2016,** by the City of Martinsville Utilities Department to contract with a qualified firm/contractor to provide an Answering Service/Emergency Response Call Center for after hour calls. Callers are typically reporting utility emergencies or service requests involving the departments of Public Works, Water, Sewer and Electric.

The typical after hour calls received from customers, where crew dispatch is required, are represented below:

Public Works;

- Tree limbs or trees blocking the road
- Roadway problems such as a manhole cover missing, damaged roadway sign, street closings due to icing on roads, snow removal, potholes, street drainage problems, road flooding etc.
- Traffic signal outages or malfunctions
- Dead animal in road
- Vehicle accident requiring roadway closings or traffic diversions

Water and Sewer:

- Water leaks
- Broken water lines
- Water shutoffs due to internal problems at the customer's site.
- Low pressure
- Water reconnections
- Sewer backups, blocked sewer lines or sewer overflowing
- Broken sewer lines

Electric:

- No Power
- Partial power or brown outs
- Blinking lights
- Arcing power lines
- Downed electric lines or wires
- Tree limbs in lines or wires
- Vehicle accident involving utility poles or down wires
- Broken utility pole
- Electrical reconnections
- Structure fires

Typical calls requiring NO crew dispatch but email notification are as follows:

- Street light outages
- Billing inquires (refer the customer to Utility Billing 274-403-5146 whose office hours are 8:30 A.M. to 5:00 P.M. M-F.
- Garbage collection requests or dumpster emptying

Required Information for Calls Received:

Provider will solicit detailed information from each caller as follows:

- a. Callers name
- b. Company name (if relevant)
- c. Address
- d. Telephone number of the caller
- e. Nature of the call
- f. Which department the call is directed to
- g. Time of the call
- h. Time of dispatch
- i. Name of on call person dispatched

Required Dispatch Time and Methods

The successful service provider will be responsible for answering and dispatching calls received to the City's afterhour's emergency response telephone line during the hours of 5:00 P.M to 8:00 A.M Monday – Friday and during weekends and Holidays. (Holiday schedule is based on the Governor's approved schedule)

Dispatch Methods:

- A telephone call to the on call personnel is the preferred method of initial dispatch
- Email delivery of all calls to a email group listing containing the information above in Required Information for Calls Received
- Website posting of all calls with user login capabilities and access by multiple users.
- Voice recordings of all calls received for future reference

Additional Data Required

- A cumulative total of the minute usage for each month shall be readily available to the City.
- A weekly summary of calls should include all the fields listed above under required information.

Service Plan Options

The service provider shall provide the cost of service either on a per minute basis, fixed monthly cost or by a tiered monthly plan or a combination of the above methods. If a tier based option is offered, the City shall have the ability, on a monthly basis, to move from call plan tiers as call volume increases and decreases. Prior to the end of each month, the service provider shall notify or provide the City with the total plan minutes used for the month and allow the City the option to move to a corresponding tier. There shall be no additional cost for providing this service or moving between tiers.

Call Volume and Other Requirements

A sampling of the call volume for past months is provided as follows:

○ May	146 calls	356 minutes
○ June	309 calls	565 minutes
○ July	447 calls	882 minutes
○ August	400 calls	846 minutes

A sampling of our current answering service provider indicates that during a recent wide spread power outage up to 12 calls per minute were dispatched via email during the peak of the outage.

The successful contractor will be required to supply sufficient staffing, adequate equipment and multiple telephone lines to respond to a high call volume during severe weather related conditions where multiple power outages occur or severe road conditions exist. Please provide an overview of resources or logistics your company will engage to adequately respond to a high call volume situations.

Additionally, please provide an overview of your companies backup systems including power, telephone, internet capabilities, etc. to ensure the City’s emergency calls will be dispatched during a wide spread power outages and/or adverse weather event or natural disaster.

Call Delivery Enhancements

The City of Martinsville will consider recommendations from service providers related to electronic call delivery enhancements, software upgrades and or the implementation of electronic equipment which will aide in the delivery of text and email messages, methods and/or other electronic means to provide value added service to our customers.

Bidders shall supply the following information in their proposal:

1. Full name, tax identification number and main address of your firm.

2. A brief history of the business.
3. Number of years in business, date of incorporation.
4. Certification that no member of the firm has a conflict of interest with the City of Martinsville.

Questions concerning the proposal should be sent in writing by email to Karen Mays, Purchasing Manager, at kmays@ci.martinsville.va.us and Robin Legus, Senior Buyer at rlegus@ci.martinsville.va.us

Sealed proposals will be received at the office of the Purchasing Agent, Karen Mays, Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112-3248 (Hand Deliver, Mail, FedEx & UPS addresses). Proposals also may be mailed to City of Martinsville Purchasing Department, P O Box 1112, Martinsville, Va. 24114-1112. Indicate Call Center Proposal on the outside lower left corner of the envelope.

The City of Martinsville Virginia reserves the right to accept or reject any and all proposals, to waive any informality, and to award this project as determined to be the most advantageous to the City. A contract is contingent upon funds being available each year.

The successful candidate/firm must provide a performance bond with a value of 100 percent of the annual contract amount to insure his faithful performance of the Contract and to indemnify and save harmless the City from any and all suits or actions which may be brought against it on account of any act or omission on the part of the Contractor or any of his agents.

An annual contract may be desirable. The City's goal is to evaluate proposals and if satisfied with the results of the RFP, award to the successful provider for service effective Thursday, December 1, 2016 through June 30, 2017. The City reserves the right to extend this contract with the successful provider, for (4) additional years, 1 year at a time, if both parties agree, and prices remain the same during the extension or if prices are successfully negotiated.

This award may be based on the following Selection Criteria:

1. Ability to meet the requirements of this proposal.
2. Pricing.
3. Ability to provide these services by December 1, 2016.
4. Ability to establish and extend pricing.
5. Call delivery enhancements.

Please include these pages with any submittals.

Faxes and emails are not acceptable. This is a sealed proposal.

INCURRING COSTS

The City of Martinsville is not liable for any costs incurred by contractors prior to issuance of a contract.

IMMIGRANT REFORM AND CONTROL ACT OF 1986

By signing its SOQ, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

PROPOSAL PREPARATION & SUBMISSION

SUBMITTAL

Local, minority – owned, and female – owned firms are encouraged to respond. The City of Martinsville is an Equal Opportunity Employer. Proposals from minority, female, and local firms are invited. All responding firms / individuals shall comply with Executive Order 11246.

Respondents should submit five (5) copies of the proposals titled **CITY OF MARTINSVILLE CALL CENTER PROPOSAL** to Karen Mays, Purchasing Manager, P. O. Box 1112, Martinsville, Virginia 24114-1112 by **2:00 p. m. on Wednesday, November 9, 2016.** Proposals also may be hand delivered, mailed, or sent by FedEx or UPS to the City of Martinsville Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112-3248. The City does not accept postal mail at the Fishel Street address. Only by FedEx, UPS or hand delivered. Equal Opportunity Employer.

It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the close time on the proposal. Responses received after the date and time of closing will be considered non-responsive. Proposals will not be accepted via fax machine or internet e-mail.

Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. To assist in the evaluation process, offerors should limit their responses to 50 typed pages, font size shall be no smaller than 10.

The offeror shall be fully responsible for all costs incurred in the development and submission of the proposal.

If you desire not to respond to this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address.

The City of Martinsville may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, Code of Virginia). The procurement of these services shall be in accordance with the Virginia Public Procurement Act (competitive negotiations for professional services).

REFERENCES:

Proposal shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

1. _____

2. _____

3. _____

Signature Sheet
RFP Answering Service/Emergency Response Call Center

My signature certifies that the proposal as submitted complies with the Scope of Work and all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorizing to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ Telephone Number: _____

Email Address _____

GENERAL TERMS/ CONDITIONS

EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.

The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

DRUG FREE WORK PLACE

During the performance of this contract, the contractor agrees to:

Provide a drug-free workplace for the contractor's employees

Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City of Martinsville; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Martinsville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard

Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury
Builders Risk

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Martinsville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

OBSERVANCE OF LAWS

The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract.

PERFORMANCE

In case of default by the Contractor, the City of Martinsville may procure the services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Martinsville, Commonwealth of Virginia or any other requesting agency having jurisdiction. Contact the Commissioner of Revenue's Office at 276-403-5131 for details and instructions.

SUBCONTRACTS

No proposed subcontractor shall be disapproved by the City of Martinsville except for cause.

The Contractor shall be as fully responsible to the City of Martinsville for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

WORK CHANGES

The City of Martinsville without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site

differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this City. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

City of Martinsville government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Martinsville, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

TERMINATION

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be

extended upon written approval of the City until said work or services are completed and accepted.

Termination for Convenience - In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty- (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

Termination for Cause - Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.

Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

RECORD RETENTION; AUDITS

The contractor shall retain, during the performance of the contract and from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such records shall be available on demand and without advance notice during normal working hours.

The City may perform in-progress and post-contract audits of the contractor's records as a result of a contract awarded pursuant to this RFP. Such records shall be available on demand and without notice during normal working hours.

ASSIGNMENT OF CONTRACT

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Martinsville all rights, title and interest in and to all causes of action it may now have

or hereafter acquire under the antitrust laws of the United States and the City of Martinsville, relating to the particular goods or services purchased or acquired by the City of Martinsville under said contract.

QUALIFICATIONS OF OFFERORS

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

NONDISCRIMINATION OF CONTRACTORS

A proposal, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the proposal or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for (30) days. At the end of the (30) days, the proposal may be withdrawn at the written request of the proposer. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

PIGGYBACK CLAUSE

According to the State of Va. Public Procurement Act, any other State, Local or Governmental Agency may use this bid as a basis for procuring such items.

CERTIFICATE OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the *Code of Virginia*, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.

Respectfully submitted, this _____ day of _____, 2012.

Name of Firm of Corporation Submitting Bid:

By: _____

Title: _____

(Owner, Partner, or Corporation President or Vice-President Only)

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

ACKNOWLEDGEMENT

**COMMONWEALTH OF VIRGINIA
CITY OF MARTINSVILLE, to-wit**

The foregoing Bid and Certificate of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to me, the undersigned Notary Public, on _____.

Notary Public

My commission expires: _____

Notary Registration ID/Number: _____