

City of Odessa

228 S Second Street • PO Box 128 • Odessa, MO 64076 Phone: 816-230-5577 • info@cityofodessamo.com www.cityofodessamo.com

INVITIATION TO BID / REQUEST FOR QUOTATION

This Document Contains the Following:

- PART I: Introduction
- PART II: Term of Engagement
- PART III: Scope of Services Required
- PART IV: Proposal Requirements
- PART V: Evaluation Criteria
- PART VI: General Terms and Provisions
- PART VII: Description of the Government Time Requirement

PART I: REQUEST FOR QUOTATION

Bid No. 02-25

AMENDED

The City of Odessa, Missouri will accept bids from qualified firms interested in providing the following:

Professional Utility GIS MAPPING & WEB-BASED GIS

BIDS MUST BE RECEIVED BY:

May 22, 2025 at 4:00pm

May 29, 2025 at 4:00pm

There will be no public bid opening.

Please mark your bid "Bid 02-25" and return it to:

City of Odessa Attn. Shawna Davis, City Administrator 228 S. 2ND Street PO Box 128 Odessa, MO 64076

For more information, contact: Shawna Davis, City Administrator (816) 230-5577 or at shawna.davis@CityofOdessaMO.com

PARTI: INTRODUCTION

Bid No. 02-25

GENERAL INFORMATION

The City of Odessa, Missouri (City) is requesting proposals from qualified firms to provide professional Geographic Information System (GIS) mapping services for the City's sanitary sewer and water utility networks. The selected firm will assist in data collection, mapping, and the implementation of a web-based GIS platform to enhance utility management, asset tracking, and decision-making. The system must be accessible from multiple devices, including; cell phones, tablets, and desktops. City staff must be able to add data and information on all these devices.

Interested firms should submit three (3) original copies in a sealed envelope clearly marked with "Proposal for Professional Utility GIS Mapping & Web-Based GIS, Bid 02-25" with the firm's name and address. Proposals must be submitted to the address listed below no later than May 22, 2025 by 4:00 pm. Late proposals, regardless of delivery means, will not be considered. The City of Odessa, Missouri reserves the right to reject any or all proposals submitted.

City of Odessa Shawna Davis, City Administrator 228 S. 2ND Street PO Box 128 Odessa, MO 64076

Proposals submitted will be evaluated by a selection committee selected by the City of Odessa, consisting of 3 to 4 Management-Level City staff and/or Elected Officials.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. All proposals submitted hereunder become the exclusive property of the City.

The firm selected shall comply with the requirements of Section 285.530 RSMo, which prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. The Firm hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. In connection therewith, Firms covenants that it is not knowingly in violation of Section 285.530 RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project; and that its employees are lawfully eligible to work in the United States. Before commencing work on the project, the Firm shall provide an Affidavit of Work Authorization in the form set forth at the end of this Invitation to Bid/Request for Quotation and adequate documentation of participation in a federal work authorization program (such as E-Verify).

Pursuant to 34.600, RSMo., if the contract derived from this Invitation to Bid/Request for Quotation is valued over \$100,000, or if the selected firm has 10 or more employees, the selected firm must complete a written certification that affirms the selected firm is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with

Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

During the evaluation process, the City reserves the right, where it may be in the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Firm of the conditions contained in this Invitation to Bid/Request for Quotation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

It is anticipated the selection of a firm will be completed and awarded by the City of Odessa Board of Aldermen on May 27, 2025. It is expected that a contract will be executed between both parties.

PART II: TERM OF ENGAGEMENT

Bid No. 02-25

This Invitation to Bid/Request for Quotation or any party may be terminated by either party by giving sixty (60) days advance written notice to the other party; but if any work or service there under is in progress, but not completed as of the date of termination, the said contract may be extended upon written approval of the City until said work or services are completed and accepted.

In the event the agreement is terminated or canceled upon request and for the convenience of the City, without the required sixty (60) days advance notice, then the City shall pay the vendor for any work performed to date.

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision and termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

This contract is subject to annual appropriation by the Board of Aldermen of the City of Odessa, Missouri, in accordance with its normal funding practices. In the event funds are not available in full or in part, the contracts shall be canceled and/or subject to modification to the extent of availability of funds.

Any contract derived from this Invitation to Bid/Request for Quotation shall be the entire agreement between the parties and shall supersede any prior agreements, obligations, or understandings between the parties. Such contract shall be in writing and executed by both parties.

PART III: SCOPE OF SERVICES REQUIRED

Bid No. 02-25

SCOPE OF WORK TO BE PERFORMED

The firm selected will be the highest ranked respondent that successfully demonstrates the following experience and capabilities in providing all potential services requested in this Invitation to Bid/ Request for Quotation as associated with GPS field location and data collection of the sanitary sewer and waterline utility networks, as well as utility inspections, Esri based GIS program development, web-based GIS development, on-going management, data storage, training, and support. The City of Odessa, Missouri desires the selected firm shall provide services including, but not limited to:

GIS Data Development & Mapping

- Field verification and data collection for sanitary sewer and water utility assets, not including water meter data collection location.
- Data must be collected in State Plane Coordinate System with survey-grade RTK technology (+/-2cm accuracy) for x,y,z for sanitary sewer and water "using survey-grade each asset must be individually collected in the field."
- Mapping of pipes, valves, hydrants, manholes, lift stations, and other utility infrastructure.
- Integration of existing as-built drawings, paper maps, and digital records into a GIS database.

GIS Database Development

- Creation of an up-to-date GIS geodatabase compatible with ESRI's ArcGIS platform.
- Integrate all available County digital cadastral data.
- Attribute data collection and population for each asset type.
- Establishment of meta data standards and quality control measures.
- Provide ongoing maintenance, data security, and back up.

Web-Based GIS Implementation

- The selected firm will provide coordination and quality control in conjunction with City staff for the sharing of data, reviewing and correction of data during the development process.
- All GIS data must be developed using Esri technology.
- Development of a secure, user-friendly web-based GIS platform accessible, register an SSL domain name and provide password protected user accounts.
- Configuration of interactive mapping tools for querying, analyzing, and visualizing utility data.
- Training and support for City personnel in the use of the GIS platform.
- Availabity to transfer all date to Utility hosted platforms in the future.

System Integration & Maintenance

- Integration of GIS data with existing City software and asset management systems.
- Recommendations for ongoing data updates and maintenance strategies.
- Availability to transfer all data to Utility hosted platforms in the future.
- All data collected or stored on behalf of the City of Odessa shall be owned by the City of Odessa.

Quantities - Approximate

- Sanity Sewer Lines: 38 miles
- Manholes: 600
- Lift Stations: 16
- Water Lines in Miles: 43 miles
- Hydrants: 255
- Valves: UNKNOWN

PART IV: PROPOSAL REQUIREMENTS Bid No. 02-25

Firms responding to this Invitation to Bid/Request for Quotation must submit the following information:

Company Information

Name, address, and contacts details Overview of company qualifications and relevant experience

Timeline & Deliverables

Proposed project schedule with major milestones.

PART V: EVALUATION CRITERIA Bid No. 02-25

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Experience and qualifications of the firm (30%)
- Understanding of project scope and proposed methodology (30%)
- Cost-effectiveness of proposal (20%)
- References and past project performance (10%)
- Project timeline and deliverability (10%)

PART VI: GENERAL TERMS & PROVISIONS Bid No. 02-25

GENERAL TERMS & CONDITIONS

- The City of Odessa reserves right to reject any or all proposals.
- The selected firm must comply withall local, state, and federal laws and regulations, whether or not such laws and regulations are specifically mentioned within this Invitation to Bid/Request for Quotation or the contract between the firm and the City.
- Any proprietary software or services proposed must be disclosed in the submission.

For further inquiries, contact Shawna Davis, City Administrator at <u>Shawna.Davis@cityofodessamo.com</u> or (816) 230-5577

Issued by: Karen Findora, City Clerk City of Odessa, Missouri April 28, 2025

PART VII: DESCRIPTION OF GOVERNMENT TIME REQUIREMENT Bid No. 02-25

SUBMISSION OF PROPOSALS

May 29, 2025 at 4:00 p.m.

The respondent is required to submit three (3) copies of their proposal and qualifications by May 22, 2025 at 4:00 p.m. Proposals are to be addressed Attn. Shawna Davis, City Administrator, City of Odessa, Missouri in a sealed envelope clearly marked "Proposal for Professional Utility GIS Mapping & Web-Based GIS, Bid 02-25. There will be no public bid opening.

COMPLIANCE, INDEMNIFICATION, INSURANCE

- Compliance: All contractual agreements shall comply with federal, state, or local laws, which apply to work performed under this agreement.
- Indemnification & Hold Harmless: Firms shall indemnify and hold harmless the City of Odessa, their officers, agents, and employees against any claim or liability arising from arising from the work described in the contract.
- Insurance: Firms shall provide a Certificate of Liability insurance, to be maintained during the period of the contract, which shall include general liability coverage in the amount of the sovereign immunity limits of \$3,448,710 for all claims arising out of a single accident or occurrence, and \$517,306 for any one person in a single accident and proof of professional liability/errors and omissions insurance, to be maintained during the period of the contract.

TECHNICAL PROPOSAL

- LICENSE TO PRACTICE IN MISSOURI: An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Missouri.
- FIRM QUALIFICATIONS AND EXPERIENCE: The proposer should state the size of the firm, the size of the firm's staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS:
 - Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement.
 - Indicate whether each person is registered or licensed to practice as a certified Esri ArcGIS user in Missouri.
 - Provide information on the technical expertise of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this request.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES: For the firm's office that will be assigned responsibility for the project request, list the most significant engagements (maximum 5) performed in the last five years that are similar to the engagement described in this request for quotation.

SEALED DOLLAR COST BID

The sealed dollar cost bid should contain all pricing information relative to performing the utility GIS mapping and web-based software as described in this request for proposal. The total all- inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of- pocket expenses.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The sealed dollar cost bid should include the following information:

- Name of Firm.
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Odessa, Missouri.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Odessa, Missouri and the firm selected.

The City of Odessa, Missouri reserves the right without prejudice to reject any or all proposals at any time. It shall be noted that once the qualified firm is selected, the City can amend, refine or modify the objectives provided in this RFQ to meet the goals and overall needs of the City.

GENERAL CONDITIONS

The City of Odessa reserves the right to retain all proposals submitted and use any ideas contained within such proposal. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Odessa and the firm selected.

The City of Odessa will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in this proposal.

The selected firm will be required to enter into an agreement relating to the firm's obligations to perform the work included in this Invitation to bid.

The proposal must remain valid for at least sixty (60) days from submittal date.

INCLUSIONS

A complete proposal must include the following assurances and schedules, with a signed attestation by an authorized representative of the proposing firm.

- PROPOSER GUARANTEES: The proposing firm certifies it can and will provide and make available, as a minimum, all services set forth in Part III, Nature of Services Required.
- PROPOSER WARRANTIES: Proposing firm warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.
- Proposing firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Odessa.
- Proposing firm warrants that all information provided in its proposal is true and accurate.

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion Contractor Covered Transaction

- 1) The prospective contractor of the Recipient, ______, certifies, by submission of this document, that neither it nor its representatives is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach and explanation to this form.

CONTRACTOR:

By:_____ Signature Recipient's Name

Name and Title Division Contract Number

Street Address

City, State, Zip

Date

DUNS number

Cage Code

STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this ______, 2025.

(Authorized Representative Signature)

(Authorized Representative Name/Title)

(Company Name)

(Address)

(City, State, Zip)

(Phone Number/Fax Number)

(Email Address)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

Part III: Acknowledgement of General Terms and Conditions Pertaining to All City Contracts

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.
- 2. Contract Documents. This Invitation to Bid/Request for Quotation including without limitation any completed forms as required by the applicant shall be made a part of any additional Agreement/Contract executed between Owner and the winning bidder regarding the subject matter herein.
- **3.** Contract Terms. The performance of the contract shall be governed solely by the terms and conditions of the contract and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained are hereby objected to.
- 4. Patents. Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Bidder will at its own expense, defend every suit which may be brought against the City, or those selling or using Bidder's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.
- **5.** Interpretation of Contract. This contract shall be construed according to the laws of the State of Missouri.
- **6. Fund Allocation.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.
- 7. Tax Exempt. The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

- 8. Provisions Required by Law Deemed Inserted. Each and every provision or law and clause required by law to be inserted in a contract will be deemed to be inserted and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be amended to make such insertion or correction.
- **9.** Termination of Contract. In the event this bid establishes a year supply or service contract, such contract may be terminated by either party with or without cause upon sixty (60) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Contract is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.
- **10.** Acts of God. Neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.
- **11. Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this contract or affirm the contract and hold Bidder responsible for damages.
- 12. Compliance with Applicable Laws. Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this contract, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.
- **13. Execution of this Agreement.** Unless otherwise specified, the contract shall include, and incorporate by reference, a copy of the signed bid and all attachments thereto. These documents become the agreement and contract between the parties hereto. Upon Board approval, both parties accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in the agreed upon bid. Items not awarded, if any, will be deleted.
- **14. Contractor's Invoices.** The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, 228 S 2nd Street PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577.

All costs for the services described in the contract shall be paid in monthly installments to the successful bidder, within thirty (30) days after the latest of the following occurrence's:

- The date of delivery of the materials or services purchased;
- The date upon which the written invoice for such materials and services is delivered by hand or by U.S. Mail, to the City Clerk at 228 S 2nd Street, PO Box 128, Odessa, Missouri, 64076.

15. Time of Delivery. The City requires that all materials ordered and services rendered be delivered when specified. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and to hold Bidder accountable for any damages as a result thereof, including reasonable attorney fees.

16. Quantities. The City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and returned at Bidder's expense.

17. Responsibility for Supplies. The Bidder shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Bidder shall bear all risks for rejected supplies after notice of rejection.

18. Assignments. The Bidder shall not, without the prior written consent of the City of Odessa, assign in whole or in part, his interest under any of the Contract documents and specifically the contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

19. Sub-Contracts. The Bidder shall not subcontract out any work described within the contract without the prior written consent of the City of Odessa.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies, and services rendered under the technical specifications must comply with the standards of the Williams Steiger Operational and Safety Health Act. In consideration of the price paid herein, Contractor agrees to indemnify the City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

The Contractor shall maintain an accurate record of all causes of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City with reports concerning these matters.

20. Non-Discrimination in Employment. In connection with the furnishing of supplies or performance under this contract, the Bidder agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

21. Minority & Women Business Enterprise Participation. It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

22. Building Regulation, Permits and Law. The Bidder agrees to satisfy all current and applicable local codes and ordinances.

23. Insurance. During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

Type of Coverage Workers'	Limits of Liability
Compensation Employers'	Statutory
Liability	\$500,000
Comprehensive General Liability	\$3,448,710 For all claims arising out of a single accident or occurrence
	\$517,306 For any one person in a single accident or occurrence
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim

Errors & Omissions	\$1,000,000	

Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess and professional liability and errors and omission insurance. However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The insurance coverage obtained shall not and shall not be construed to waive any sovereign immunity or any other immunity available to the City, its officials, officers, employees, or agents.

Bidders are further informed that the City of Odessa has adopted a resolution establishing the City's preference for local businesses, a copy of which policy is available upon request to the City Clerk. Consequently, the award of contracts for materials and supplies and for labor will be made in accordance with that policy. Furthermore, successful bidders will be required to abide by the City's policy in completing the Work.

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

- (a) Agrees to have an authorized person execute the attached "Immigration/E-Verify Affidavit" and deliver the same to the City prior to or contemporaneously with the execution of its contract;
- (b) Affirms it is enrolled in the "E-Verify" work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E- Verify), or to be provided;
- (C) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
- (d) Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statue 285.530, or any regulations issued thereto;
- (e) Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
- (f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- (g) Agrees that any failure by your company to abide by the requirements a/ through f/ above will be considered a material breach of your contract with the City of Odessa.

AMENDED

Printed Name and Title:

For and on behalf of: _____(Company)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

Bid No. 02-25 Professional Utility GIS MAPPING & WEB-BASED GIS

Bidder must complete the following section in its entirety (in space provided or on a separate sheet to be included with bid). Bidder <u>must</u> sign and date below where indicated.

1. The Firms ability to maintain the Web-Based GIS site for the Water/Wastewater of the City of Odessa. On-hand infrastructure and resources the firm can dedicate to the support of City of Odessa GIS system and their experience in successfully providing these services.

2. The past record of performance of the vendor with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules:

3. The Firms familiarity with the area in which the project is located:

4.A Total Dollar Cost for Sanitary Sewer Services:

4.B Total Dollar Cost for Water Services:

5. Date available to begin and number of days required to complete the project. Bidder must state a definite period for performance of the services.

Date Available to Start Project	Number of Weeks Required to Complete Project
Initials: Date:	
SIGNATURE(S):	
Company Name and Address	Signature (Authorized Representative)
	Title
	Telephone
DATE	

IMMIGRATION/E-VERIFY AFFIDAVIT

LONG FORM

STATE OF MISSOURI

) ss COUNTY OF LAFAYETTE)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An 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).

1. My name is ______(Printed Name) and I am currently

the_____(Title) of_____(Business Name)

(hereinafter "Contractor"), whose business address is _____

_____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

- 3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the services contracted between Contractor and City of Odessa.
- 4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services between Contractor and City of Odessa.
- 5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding: 1. A valid, completed copy of the first page identifying the Contractor; and 2. A valid copy of the signature page completed and signed by the Contractor and the Department of Homeland Security

- Verification Division.

ACKNOWLEDGEMENT:

I have the authority to sign this document and have read and understand the affidavit. I further certify the compliance with all requirements stated therein.

Signature, Affiant

Printed Name, Affiant

Date