

## City of Odessa, Missouri

228 S Second Street | PO Box 128 | Odessa, MO 64076 Phone: 816.230.5577 | www.cityofodessamo.com

# INVITATION TO BID / REQUEST FOR QUALIFICATIONS RFQ 05-25 Professional Electrical Engineering Services

#### This Document Contains the Following:

| PART I   | Invitation to Bid and Scope of Work                                      |
|----------|--|
| PART II  | Instructions to Bidders  |
| PART III | General Terms and Provisions Pertaining to All City Contracts            |
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| PART V   | Federal Work Authorization Program ("E-Verify") Addendum                 |
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The City of Odessa, Missouri will accept bids from qualified contractors interested in providing the following:

## **Professional Electrical Engineering Services**

#### **BIDS MUST BE RECEIVED BY:**

10:00 a.m. - Thursday, September 11, 2025

Please mark your bid "RFQ 25-06 Professional Engineering Services" and return it to:

City of Odessa 228 S Second Street PO Box 128 Odessa, MO 64076

For more information during business hours, contact Cathy Thompson: 816-230-5577 or cathy.thompson@cityofodessamo.com

#### PART 1: INVITATION TO BID AND SCOPE OF WORK

The City of Odessa is soliciting statements of qualifications from qualified electrical engineering firms to assist the City with electrical engineering services on an as-needed basis. These services are intended to support and augment City staff capabilities. The firm or firms selected through this process will assist the City with current or future electric system projects, electric system planning, and/or miscellaneous technical studies.

The City intends to enter into an agreement with a single professional engineering firm to provide general electric engineering services, on an on-call/task order basis. However, the City reserves the right to enter into agreements with multiple firms if the selection panel and/or the Board of Aldermen determine it appropriate to do so. Typical task order projects may include, but are not limited to:

- Planning, design, and ongoing maintenance and repair of the City's electrical systems;
- Support in meeting electric regulatory guidelines and requirements;
- Development and/or review of the City Code in relation to the City's electrical system; and
- Planning and design assistance in relation to applications for extension of service facilities of the City's electrical system.

The City is requesting qualifications from qualified engineering consulting firms for a one (1) year period with the option of two (2) - one (1) year renewals. The on-call consultant provides additional staffing resources for projects the City does not have time or expertise to complete.

The selected firm must have qualifications and experience to perform electrical engineering work that may include, but not necessarily limited to, the individual service levels listed below:

- Electrical Engineering Analysis, Design, and Project Management for new and existing electrical facilities 15 kV and greater.
- Knowledge and experience with feasibility studies for future electric system expansion to accommodate electric load growth; valuation of existing electrical transmission and distribution facilities, and acquisition of third-party owned electrical facilities is desirable.
- Comprehensive Cost of Service Study (COSS) for its electric utility operations. The goal is to
  evaluate current rate structures, ensure equitable cost allocation among customer classes,
  and provide recommendations for potential rate adjustments.
- Substation system analysis, infrastructure design, and fuse coordination studies. The selected firm will support ongoing and future upgrades to our electrical infrastructure and ensure proper system protection and reliability, including:
  - Detailed analysis of existing substation equipment and protective devices.
  - Fuse coordination studies and recommendations for both primary and secondary distribution.
  - Recommendations for improving overall electrical system reliability.

#### PART II: INSTRUCTION TO BIDDERS

All consultants responding to this RFQ shall provide sufficient information and data to fully allow a complete evaluation of their qualifications. Consultant must present satisfactory evidence to the City indicating their ability to meet the scope of work within a prompt timeframe. In addition, to ensure consistency, responses should generally conform to the following format:

- 1. Cover Letter
- **2.** Table of Contents
- **3.** Introduction
- 4. Qualifications, Including Specialized Experience and Technical Competence of the Firm
  - a. The history and experience of the firm with engineering projects involving government funding, reporting and requirements
  - b. The firm's history of success with grant funding and compliance
- 5. The Firm's Proximity to and Familiarity with the City
- **6.** Qualifications of Staff
- 7. Evidence of the Firm's Missouri Registration as Professional Engineers and Surveyors
- **8.** E-Verify Documentation
- 9. Liability Insurance Certificate
- **10.** References

The City will select the engineering firm based on the above qualifications and the criteria described in this RFQ. Once the most qualified firm is selected, fees will be negotiated for individual projects as needed.

#### **General Contract Terms**

- An agreement will be issued to the recommended firms upon approval of the firms by City of Odessa's Board of Aldermen.
- The costs agreed to are to be firm, fixed prices for the entire contract period and are not subject to increases unless mutually agreeable to both parties. Should an increase be needed, the firm shall be responsible for providing proof of price increase in writing to the City of Odessa not less than thirty (30) days prior to said requested increase. All increase must be subject to the approval of the Board of Aldermen.
- The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears.
- The firm shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- The City of Odessa reserves the right to waive any informality, reject any or all proposals and/or cancel this RFQ, all without any obligation to the City. When the City identifies a project requiring engineering services, the City will evaluate the responses on file and shall select three. From those three, the City shall select the firm which, based upon its response to this RFQ, it regards to be the best qualified and capable of performing the desired work. The City shall prepare a written description of the scope of the proposed services and shall enter into negotiations with the firm

so selected. If not successful in negotiating a contract with the selected firm, the City shall initiate negotiations with the second of the three and with the third if unable to negotiate a contract with the second. If unsuccessful with the third, the City shall reevaluate the necessary services, including reasonable fee, and select another three firms and start the process anew.

- The City of Odessa reserves the right to accept single line items of the bid and to reject others.
- Any submission may be withdrawn at any time prior to the time specified herein for the opening
  of submissions, but no submission may be withdrawn for a period of ninety (90) days thereafter.
  Once the bid has been approved by the Board of Aldermen, the Finance Director, Cathy
  Thompson, will notify the successful bidder of acceptance of the bid.
- The City of Odessa will not be liable for any costs that a firm may incur in the preparation of or presentation of the proposal.
- The City of Odessa shall not be obligated to return the firm's proposal once submitted, whether the proposal is withdrawn or not.
- The selected bidder shall provide <u>all</u> equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- The costs agreed to are to be firm and final. Underestimation of the complexity of the task will not warrant an increase in the price. Bidder should make any additional inquiries necessary to properly evaluate its compensation and prepare its bid proposal accordingly.
- Any explanation desired by a bidder regarding the meaning or interpretation of the RFQ must be requested in writing with sufficient time allowed for a reply to reach bidders before the deadline for submission.

Proposals should be submitted no later than September 11, 2025 at 10:00 a.m. to the City of Odessa, Missouri. Sealed envelopes should be clearly marked "RFQ #05-25, Electrical Engineering Services." For more information contact Cathy Thompson, Finance Director – 816.230.5577.

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

Unless otherwise agreed to by the City and the winning bidder, the terms provided herein shall be included in an Agreement between the City and the winning bidder to perform the services provided in this Request for Proposal.

#### 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 Request for Proposal, including without limitation any completed forms as required by the applicant under the Request for Proposal, and Owner's Notice of Award shall be made a part of any Agreement (the "Agreement") executed between Owner and the winning bidder regarding the subject matter herein.
- 3. Contract Terms. The performance of this Agreement shall be governed solely by the terms and conditions as set forth in this Agreement 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 Agreement. 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 Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City'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 Agreement.** This Agreement shall be construed according to the laws of the State of Missouri.
- **6. Fund Allocation.** Continuance of this Agreement, 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 this Agreement shall be deemed to be inserted herein and the Agreement will be read and enforced as though such provision 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 Agreement may be amended to make such insertion or correction.

- **9. Termination of Agreement**. In the event this bid establishes a year supply or service contract, such Agreement may be terminated by either party with or without cause upon thirty (30) 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 Agreement 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.** To the extent permitted by law, 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, tornados, pandemics, 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 Agreement or affirm the Agreement and hold Contractor 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 Agreement, 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 Agreement shall include a Notice of Award and a copy of the signed bid and all attachments thereto. These documents become the Agreement and contract between the parties hereto. Both parties thereby 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, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5.

Final payment shall be in a lump sum by task order (unless progress payments are approved prior to award) after Contractor has performed, to the City's satisfaction, all

duties imposed upon it by the contract documents, allowing thirty (30) days minimum for payment.

- 15. **Inspection and Acceptance.** No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonably opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).
- **16. General Guaranty and Warranty.** The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
- 17. **Regulations Pursuant to "Anti-Kickback Act"**. The Contractor shall comply with the applicable regulations of the Secretary of Labor, United Sates Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c), and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.
- 18. Changes in Project. The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Agreement in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of the Agreement prior to the Contractor performing the work required by the change. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Agreement. All work shall be executed under the terms of this Agreement. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

19. Assignments. Neither Owner nor Contractor shall, without the prior written consent of the

other, assign in whole or in part, their interest under any of the Agreement documents and specifically the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- **20. Sub-Contracts.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor and the City has approved the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the Owner.
- **21. Debarment.** The Contractor hereby certifies that it is not on any State or Federal debarment or convicted violator list in relation to the construction of public works. The Contractor certifies that it shall not utilize any subcontractors who are on any State or Federal debarment or convicted violator list in relation to the construction of public works.
- **22. Non-Discrimination in Employment.** In connection with the furnishing of supplies or performance under this contract, the Contractor 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.
- **23. 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.

**24. Building Regulation, Permits and Law.** Contractor agrees to comply with all current and applicable local codes and ordinances, including the procurement of a City business license, if required by City Code.

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

| Type of Coverage                | Limits of Liability                                  |
|---------------------------------|--|
| Workers' Compensation           | Statutory  |
| Employers' Liability            | \$500,000  |
| Comprehensive General Liability | \$517,306 per occurrence,<br>\$3,448,710 aggregate   |
| Automobile Liability            | \$1,000,000 per occurrence,<br>\$2,000,000 aggregate |
| Umbrella                        | \$2,000,000  |
| Professional Liability          | \$1,000,000 per claim                                |
| Errors & Omissions              | \$1,000,000  |

Upon the issuance of the revised limits by the Missouri Department of Insurance, the amounts listed above shall be modified to meet such revised limits. Owner will be listed as an additional insured in respect to general liability, automobile liability, professional liability, errors and omissions, and umbrella/excess 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 procurement of insurance under this Agreement shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff. Certificate of insurance shall include the following statement: The procurement of insurance shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Agreement. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Agreement to the Contractor. The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**26. Professional Responsibility.** Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will

- perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.
- **27. OSHA.** In the performance of all services under this Agreement and any task order, Contractor shall comply with all applicable provisions of the Federal Occupational Safety and Health Act, as well as all other applicable federal, state, and local safety and/or environmental codes.
- **28. Timing.** Upon receipt of Agreement documents fully executed by Owner, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph.
- **29. Missouri Immigration Law Affidavit.** The Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. The Contractor provider shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. The Contractor shall provide with their bid specifications and bonding information an affidavit that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
- **30. Anti-Discrimination Against Israel.** The Contractor hereby certifies that in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies 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. This provision shall not apply if the Contractor employs fewer than ten employees or if the work has a value of less than one hundred thousand dollars.
- **31. Buy American.** Pursuant to 34.353, RSMo., any manufactured goods or commodities used or supplied in the performance of this Agreement and any subcontract of this Agreement shall be manufactured or produced in the United States. This section shall not apply if this Agreement is valued at less than twenty-five thousand dollars. This section shall not apply when only one line of a particular good or produce is manufactured or produced in the United States.
- 32. Prevailing Wages. It is agreed that all labor utilized in the performance of this Agreement shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. The Contractor will forfeit the penalty to the City of Odessa of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. It is the responsibility of the Contractor to maintain these records and provide them to the City upon request. Failure to do so shall be considered a material breach of this Agreement.
- **33. Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.

#### Part IV: Supplemental Bond and Prevailing Wage Terms Specific to the Project

| Bid Bonds.  |
|---|
| Bid Bond Not RequiredX  |
| Bid Bond Required   |
| ne following if bid bond required:  |
| posit. The Bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank in the amount of 5% of the total bid price payable to the City of Odessa for the measure of ted damages which the City will sustain and the proceeds thereof will become the property of y if for any reason the bidder: a) withdraws its bid after the opening of the bids and prior to be a formal written agreement evidencing the contract has been signed and delivered to the chether or not the bidder at the time of such withdrawal has been designated as successful to or b) upon written notification of the award of contract to bidder he/she/it fails to properly ad deliver to the City within fourteen (14) days labor and materials and performance bond equired) as well as certificates of insurance.  Consider further agrees that the City will have the right to retain the bid deposit for a period of the date of the opening of the bids. At the expiration of said time, or earlier at |
| tion of the City, said bid deposit will be returned to the bidder unless said bid deposit has e the property of the City as liquidated damages on the reasons stipulated above.   |
| Payment and Performance Bonds:  |
| Payment and Performance Bond Not Required X   |
| Payment and Performance Bond Required   |
|   |

Note the following if performance bond required:

Within seven (7) days of the Notice to Proceed, Contractor shall furnish to the City a contract performance bond and a labor and material payment bond. The bonds shall be executed with the proper sureties, through a company licensed to do business in the State of Missouri, and named on the current list of "surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff of the Bureau of Accounts and Treasury Department. The date of the bonds shall be prior to the date the work is commenced by the Contractor. The performance bond and the labor and materials payment bond shall be in the amount of the full contract price, guaranteeing the performance of the work described in the Contract and the payment of all bills, labor, and obligations arising from the performance of the contract, and otherwise conditioned as required by law. The bonds shall be automatically increased in the amount and extended in time without formal and separate amendments to cover full and faithful performance of the

contract in the event of change orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change in the contract price. At any time during the continuance of the contract that the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties which contractor shall furnish to the satisfaction of the City within five (5) days after notice to do so.

| 3.   | Builders Risk Insurance:   |   |  |
|--|--|---|--|
|  | Builder's Risk Insurance Not Required  | X                                       |  |
|  | Builder's Risk Insurance Required  |   |  |
| project<br>mainta<br>the ins                                 | and Extended Coverage): This insurance is t is completed and accepted by the City, or Chain Builder's Risk Insurance (fire and extended surable portion of the project for the benefit of interests may appear.  | Contractor (at the<br>d coverage) on 1( | e City's option) is required to 00% completed value basis on |
| prevail<br>specifi<br>the cor<br>portion<br>wage r<br>contra | 4. Prevailing Wage Will Be Required on all Public Works Projects Where the Total Project Value Exceeds \$75,000. Contractor's payments to its employees must be for not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, and must be paid to all workers performing work under the contract. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (of portion of a day) for each worker that is paid less by any subcontractor. A legible list of all prevailing wage rates must remain posted in a prominent and easily acceptable place at the worksite by each contractor and subcontractor on the project. The Contractor agrees to submit certified payrolls and an affidavit of compliance to ensure compliance with prevailing wage requirements. |   |  |
| Ву:  |  | _ (signature)                           |  |
| Printed  | d Name and Title:  |   |  |
| For an   | d on behalf of:  |   | _(Company)   |
|  |  |   |  |

#### PART V: 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:

- **1.** Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" and deliver the same to the City prior to or contemporaneously with the execution of its contract;
- **2.** 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;
- **3.** 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 City.
- **4.** 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;
- **5.** 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;
- **6.** 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

| 7.  | Agrees that any failure by your company will be considered a material breach of yo | to abide by the requirements a) through f) above ur contract with the City of Odessa. |  |
|-----|--|---|--|
| Ву: | :  | (signature)   |  |
| Pri | nted Name and Title:   |   |  |
| For | r and on behalf of:  | (Company)   |  |
|     | THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS                                |   |  |

#### FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

| I,     |  |
|--------|--|
| my oa  | ch, state the following facts are true:  |
| a.     | I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.   |
| b.     | I am employed by("Company") and have authority to issue this affidavit on its behalf.  |
| C.     | Company is enrolled in and participating in the United States E-Verify federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to the City of Odessa, to the extent allowed by E-Verify. |
| d.     | Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the City.   |
| FURTI  | HER AFFIANT SAYETH NOT.  |
|        | By:  |
|        | (Signature) Print Name/Title:  |
|        | On Behalf of:(Company)   |
| STATE  | OF)  |
| COUN'  | ) ss.<br>ГҮ ОF)  |
|        | Submitted and sworn to before me this day of, 2025.  |
|        |  |
|        | Notary Public  |
| My com | Print Notary Name mission expires:   |

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

### 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

| RFQ, and am sub | mitting the propos | al accordingly.                        |
|-----------------|--------------------|--|
| Dated this      | day of             | , 2025.                                |
|                 |                    | (Authorized Representative Signature)  |
|                 |                    | (Authorized Representative Name/Title) |
|                 |                    | (Company Name)                         |
|                 |                    | (Address)                              |
|                 |                    | (City, State, Zip)                     |
|                 |                    | (Phone Number/Fax Number)              |
|                 |                    |  |

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

(Email Address)

## PART VI: Evaluation Criteria

| A selection committee will evaluate the submittals based on the following criteria: |   |  |
|---|---|--|
| Total Points<br>Available   | Evaluation Criteria   |  |
| 25  | The specialized experience and technical competence of the firm with respect to the type of services required   |  |
| 15  | The capacity and capability of the firm to perform the work in question, including specialized services, within the time and cost limitations fixed for the completion of the project |  |
| 15  | The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules   |  |
| 15  | Prior experience with Odessa and/or previous experience with similar or like services as outlined in this RFQ   |  |
| 10  | Professional credentials and experience of all personnel who will be involved with Odessa projects  |  |
| 10  | References - level of satisfaction of present and former clients with accounts of similar size and complexity   |  |
| 10  | Any litigation is fully disclosed and firm has demonstrated appropriate resolution  |  |