



City of Republic – Request for Proposals (RFP) No. 24-004
ENGINEERING DESIGN SERVICES FOR COMMERCIAL AVENUE WIDENING

NOTICE TO PROPOSERS

The City of Republic (“City”) is soliciting proposals from qualified firms for engineering design services relating to the widening of Commercial Avenue in the City of Republic. The selected firm will be required to enter into a Services Contract with the City for provision of the services, which will contain, but not necessarily be limited to, the terms and conditions set forth below in this RFP.

By no later than NOVEMBER 8, 2024 at 3:00 PM C.S.T., proposals in response to this RFP must be either:

- (1) Received by the City Clerk’s Office in a sealed envelope containing all required information or documentation and clearly marked, “RFP #24-004 – Engineering, Commercial Street Improvements”; **or**
- (2) Submitted via the DemandStar bidding software with all required information or documentation

The City expressly reserves the right to reject any and all proposals, in whole or in part, received in response to this RFP; to waive minor defects in the process, with or without cause; and to accept whichever proposal the City deems to be in the best interest of the City and its citizens.

There is no expressed or implied obligation for the City of Republic to reimburse responding individuals/firms for any expenses incurred in the preparation of responses to this RFP.

Date: 10/21/2024

All inquiries should be directed to:
Angel Falig, Engineer
City of Republic BUILDS Department
afalig@republicmo.com
(417) 732-3150

A. SCOPE OF SERVICES

The City seeks proposals for engineering design services for improvements to a section of Commercial Avenue, a collector street, as shown in Figure 1, below (the “Roadway”). The City wishes to widen the Roadway to 40 feet from back-of-curb and add sidewalks and stormwater management infrastructure that complies with applicable regulations and standards (hereafter, “the Project”). The following scope of work outlines the specific deliverables and services to be provided:

- (1) Prepare Construction-Level Roadway and Right-of-Way Plans.
- (2) Design Construction Level Stormwater Conveyance Plans.
- (3) Prepare detailed Construction Cost Estimate, including itemized breakdowns for labor, materials, equipment, and other project costs, and accounting for contingencies and inflation.
- (4) Conduct topographical and boundary surveying of the Project area.
- (5) Design of a pedestrian sidewalk along the west side of the Roadway that integrates with the stormwater infrastructure to ensure proper drainage and maximized pedestrian safety.
- (6) Preparation of a hydrological and hydraulic analysis, documenting pre- and post-development stormwater flow calculations, and ensuring the proposed design will mitigate runoff impacts.
- (7) Obtain the MODOT Stormwater Discharge Permit.
- (8) Utility Coordination: Coordination with utility providers to ensure utility conflicts are identified and resolved early in the design process. This also includes ensuring proper clearance and relocation, if necessary, for existing utilities in the Project corridor.
- (9) Turn Lane Evaluation: Evaluation of necessity and feasibility of a dedicated left-turn lane at the intersection of Commercial Avenue and East Leadership Drive.



Figure 1

B. PROPOSAL REQUIREMENTS

Only those Proposals fulfilling all requirements outlined in this section, and otherwise in compliance with other requirements set forth in this RFP, will be considered. Proposals submitted that do not meet all requirements set forth in this RFP will not be considered.

i. Submission of Proposals:

BY NO LATER THAN NOVEMBER 8, 2024, at 2:00 PM CST, Proposals must be either:

1. Received by the City Clerk's Office in a sealed envelope containing all required information or documentation and clearly marked, "RFP #24-004 – Engineering, Commercial Street Improvements"; or
2. Submitted via the DemandStar bidding software with all required information or documentation.

Submittals provided on paper to the City may be presented by hand or by mail, so long as they are **received** by the City no later than 2:00 PM C.S.T. on November 8, 2024.

Submittals provided online **must** be submitted through the City's DemandStar bidding software.

NO SUBMITTALS WILL BE ACCEPTED VIA E-MAIL UNDER ANY CIRCUMSTANCES.

ii. Required Information/Sections for Proposals:

All proposals submitted in response to this RFP must contain the information set forth below, and should generally conform to the following format:

1. Title Page and Table of Contents:
 - A title page containing the corporate name of the firm, the primary place of business address, telephone number, name of the contact person, email address of the firm's primary contact person, and the date of the Proposal.
 - A table of contents identifying the page number(s) on which each section falls, including any exhibits or attachments provided with the Proposal.
2. Background and Experience:
 - Provide a summary of the firm's expertise in engineering design services on public works projects, particularly for construction of roadway and roadway infrastructure.
 - Include a description of the firm's size, structure, and location, along with the qualifications of key personnel who will be assigned to the Project.
 - Highlight any relevant certifications or specializations you wish the City to consider.
3. Project Understanding and Approach:
 - Provide a detailed narrative demonstrating the firm's understanding of the Project goals, constraints, and any critical issues/concerns for consideration. In the narrative provided, please demonstrate the firm's insight into the Project and outline the firm's approach to completing the Project consistent with the City's goals outlined in this RFP.

4. Scope of Work and Deliverables:

- Detail the scope of services the firm will provide and how the firm will meet the requirements of the Project efficiently and effectively. In this section, the firm must clearly outline the specific tasks it will perform and demonstrate how these tasks align with the Project objectives. Additionally, the firm should describe all expected deliverables, including construction drawings, reports, permits, and other relevant documentation. This section should explain how the firm plans

5. Cost Proposal: The firm must provide a detailed and comprehensive cost proposal that includes the following sections and generally conforms to the following format:

- Itemized Cost Breakdown: Provide a detailed, itemized fee structure for each specific task outlined in the scope of work, including at a minimum:
 - Roadway design
 - Stormwater conveyance design
 - Surveying services
 - Utility coordination
 - Turn lane evaluation
 - Other engineering services as specified in the scope
- Personnel Hourly Rates: Provide the hourly billing rates for all personnel anticipated to work on this project, including the project manager, lead engineers, designers, and any other key personnel.
- Reimbursable Expenses: Clearly list all reimbursable expenses, such as travel, printing, permits, and other direct expenses. Indicate whether these are included in the fixed price or billed separately.
- Total Not-to-Exceed Amount: Provide a total anticipated cost for all services required under this RFP with a clearly stated **not-to-exceed amount**. This total shall represent the maximum fee for the Project, with the firm understanding and acknowledging that the total cost will not exceed this amount absent extraordinary circumstances **and** express prior approval from the City Council.
- Payment Schedule: Provide a proposed payment schedule based on Project milestones or other appropriate billing intervals (e.g., monthly invoicing, progress payments, etc.).
- Assumptions and Exclusions: List any assumptions or exclusions related to the cost proposal, including scope items that are not covered or conditions that may lead to additional costs.

The City reserves the right to negotiate all fees, expenses, and payment schedules with the selected proposer before executing a final contract.

6. Project Schedule:

- Provide a detailed timeline for Project completion, including key deadlines and milestones, **consistent with the City's goal of receiving completed engineering designs for the Project by March 31, 2025.**

7. Project Team and Key Personnel:

- Provide resumes and qualifications for all personnel who will comprise the firm's Project team, specifically highlighting key personnel such as the Project Manager and Lead Engineers. The firm must also include an organizational chart that outlines the roles and responsibilities of each team member. Relevant experience on similar Projects should be emphasized, demonstrating the team's ability to deliver a successful outcome on this Project.
8. References and Past Projects
- Provide a list of at least three (3) references from previous clients/customers for whom the firm has completed similar Projects. Each reference should include the contact's name, title, organization, phone number, and email address.
 - Provide a list of relevant past projects that demonstrate the firm's experience with providing engineering design services for roadway infrastructure projects similar to this Project. Include in the list provided a description of the scope, schedule, budget, and outcome of those past projects.
9. Signed Transmittal Letter:
- Provide a signed Letter of Transmittal that includes the following:
 - A statement that the Proposal is a firm and irrevocable offer for ninety (90) days; and
 - The following statement: "The submission of this Proposal indicates acceptance by [*insert name/title of the proposing individual/firm*] of the specifications and instructions contained in the RFP."
 - **The signer of the Signed Transmittal Letter must have the legal authority to bind the Proposer to the submitted Proposal.**
10. Signed/Executed Forms Attached to this RFP
- Include with the Proposal all forms attached to this RFP, duly signed and/or executed as indicated on the provided instructions.
 - Exhibit A: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600, RSMO.
 - Exhibit B: AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500, RSMO.
 - Exhibit C: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

C. PROPOSAL EVALUATION AND SELECTION

The City will evaluate and score each proposal received in response to this RFP based on the following criteria:

- i. The firm's demonstrated experience and qualifications in similar roadway infrastructure projects, including the expertise of key personnel identified.
- ii. The firm's understanding of the Project scope, goals, and challenges, as well as the proposed approach to meeting the City's objectives outlined in this RFP.
- iii. The firm's proposed timeline for completing the Project, including key milestones and the ability to meet deadlines.
- iv. The overall cost proposal provided.

- v. The firm's past performance on similar projects, including feedback from references regarding the firm's ability to deliver quality work on time and within budget.

City staff members charged with evaluating proposals in response to this RFP will evaluate each Proposal submitted. Each Proposal, as submitted, will be considered the Final Submission. Proposals shall remain binding for ninety (90) calendar days.

Upon completing its review of all proposals submitted, the reviewing staff will recommend to the City Council its preferred firm for execution of a contract for provision of the services. Once awarded, the successful Submitter will enter into a contract with the City for the provision of the services requested.

D. TERMS AND CONDITIONS

The following terms and conditions shall be made a part of any contract awarded by the City under this RFP.

- 01. **Corrections:** No erasures are permitted.
 - a. In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
 - 1. A single line (strike-through) to the entered text needing correction, and
 - 2. The corrected text written above the strike-through text, and
 - 3. The signer(s) of the Proposal must initial all corrections.
- 02. **Clarification and Addenda:** Submitters are expected to examine all documents attached to and/or provided by the City with this RFP, and prior to submitting any Proposal in response to this RFP, make any necessary and/or reasonable inquiries of the City to ensure all such Submitters understand the entirety of the documents.
 - a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the RFP shall be made through the listed City contact in writing (email is permitted).
 - b. The City shall not be responsible for verbal interpretations or other information given by any individual purporting to be employed by or otherwise representing the City.
 - c. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
 - d. It shall be the responsibility of each Submitter, prior to submitting their Proposal, to direct any inquiries to the listed City contact.
- 03. **RFP Expenses:** There is no expressed or implied obligation for the City of to reimburse responding Submitters and the City will not reimburse for any expenses incurred in preparing responses to this RFP.
- 04. **Irrevocable Offer:** Any Proposal may be withdrawn up until the due date and time set for opening of the RFP. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) days to provide to the City the goods or services set forth in the RFP, until one or more of the Proposals have been duly accepted by the City.
- 05. **Responsive and Responsible Submitter:** To be a "responsive Submitter," a Submitter shall submit a Proposal which conforms in all material respects to the requirements set forth in the RFP. To be a "responsible Submitter," the Submitter shall have the capability in all respects to perform fully

the Project requirements, and possess the tenacity, experience, integrity, reliability and capacity to ensure good faith performance. The term “lowest responsible Submitter” refers to the Submitter who presents the lowest Proposal while also meeting the City’s required qualifications for a responsible bid and demonstrating the ability and capacity to successfully perform the Project as outlined in this RFP.

06. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Submitter’s responsiveness and responsibility. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.
07. **The Right to Audit:** The Submitter agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
 - a. The City shall have the right to audit the Submitter’s records pertaining to the work/product for a period of three (3) years after final payment.
 - b. The cost of any audit conducted pursuant to this term will be paid by the City.
08. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order entered into under the terms of this RFP.
09. **Right to Protest:** Appeals and remedies are provided for in the City Procurement Regulations.
 - a. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - b. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
10. **Ethical Standards Applicable:** With respect to this RFP, if any Submitter violates or is a party to a violation of the general ethical standards of the applicable Revised Statutes of Missouri or other City Code provisions, such Submitter will be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals in response to other requests or invitations from the City.
11. **Collusion Absolutely Prohibited:** All Submitters offering a submission in response to this RFP hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Proposal to the Proposals of any other Submitter(s), and further that they have not colluded or conspired with any other Submitter or parties to this RFP, to violate the terms and conditions governing submission of responses to this RFP whatsoever. All Submitters offering a submission in response to this RFP additionally promise that:
 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Submitter or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Submitter and will not knowingly be disclosed by the Submitter prior to the scheduled opening directly or indirectly to any other Submitter or to any competitor.
 - c. No attempt has been made or will be made by the Submitter to induce any other person or

firm to submit or not to submit a Proposal for the purpose of restricting competition.

- d. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in any contract awarded under this RFP. No person or agency has been employed or retained to solicit or secure the contract awarded under this RFP upon an ~~agreement~~ or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
12. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the City.
13. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Submitter for special, indirect, liquidated, incidental, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of any agreement or contract under the terms of this RFP. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under any agreement or contract awarded under the terms of this RFP.
 - b. The successful Submitter shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, expenses, and claims, caused or allegedly caused by, or arising out of or related in any way whatsoever to (1) any agreement or contract awarded under this RFP, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Submitter expressly acknowledging and assuming full responsibility for its subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for any other alleged damages.
 - c. The successful Submitter shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
14. **RFP Forms, Variances, and Alternates:** Proposals must be submitted on the forms attached to this RFP as provided by the City; however, additional information may be attached. Submitters must indicate any variances from the City requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. Otherwise, Submitters must fully comply with the City requested specifications and terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of the City Purchasing Agent.
15. **Proposal Form:** All blank spaces must be completed with the appropriate response.
- a. Submitters must state the price, written in ink, for what is proposed to complete each item of the Project.
 - b. Submitters must insert the words "no Proposal" in the space provided for any item for which no Proposal is made.
 - c. Submitters must submit an executed Proposal form, affidavit of compliance with other requested documents.

16. **Modifications or Withdrawal of Proposal:** A modification of a Proposal already submitted will be considered only if the modification is received prior to the time announced for opening of Proposals, and is made in writing; executed and submitted on the same form and manner as the original Proposal. Modifications submitted by telephone, fax, or email will not be considered.
17. **No Proposal:** If not submitting a Proposal, respond by returning the "Statement of No Proposal" no later than the stated Proposal opening time and date, and explain the reason in the space provided.
18. **Errors in Proposals:** Submitters are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals; failure to do so will be at the Submitter's own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Submitters. In case an error regarding extension of prices in the Proposal, the unit price shall govern.
19. **Prices:** Proposals must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Proposal specifications. In case of discrepancy in computing the amount of the Proposal, the unit price of the Proposal will govern.
 - b. If applicable, all prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this RFP, shall mean that the successful Submitter, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Submitter's location to a specified location within the City . City shall not take title to the materials or equipment until it is delivered and accepted by City at the address specified within the City.
 - c. If a Submitter offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - d. Payment terms shall be Net 30 if not otherwise specified.
 - e. Pre-payment terms are not acceptable.
20. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Proposal price and not shown separately. The price as shown on the Proposal shall be the price used in the City's determination of award(s).
21. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this RFP are to be new and of suitable grade for the purpose intended.
 - a. Brand or trade names referenced in specifications are for comparison purposes only.
 - b. Submitters may submit Proposals on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.
22. **Deviations to Specifications and Requirements:** When proposal of "or equal," Proposals must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records.
 - a. Failure of any Submitter to furnish the data necessary to determine whether the product is equivalent may be cause for rejection of the specific item(s) to which it pertains.
 - b. All deviations from the specifications must be noted in detail by the Submitter on the Affidavit of Compliance form, at the time of submittal of Proposal.
 - c. The absence of listed deviations at the time of submittal of the Proposal will hold the

Submitter strictly accountable to the specifications as written.

- d. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
23. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Submitter, the Submitter shall retrieve the product from the City at its own expense, and shall refund to the City any money the City has remitted to the Submitter for the same. In the event the successful Submitter fails or refuses to retrieve the product and refund to the City any money previously remitted to the Submitter for such product in accord with the terms of this paragraph, the Submitter shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
24. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
25. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
26. **Proposal Awards:** Awards will be made to the Submitter whose Proposal (1) meets the specifications and all other requirements of the RFP and (2) is the lowest and best Proposal, considering price, delivery, responsibility of the Submitter, and all other relevant factors.
- a. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - b. As the best interest of the City may require, the right is reserved to make awards by item, group(s) of items, all or none or a combination thereof; and to reject any and all Proposals or waive any minor or non-material irregularity or technicality in Proposals received.
27. **Authorized Product Representation:** The successful Submitter(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Submitter(s) is legally authorized to submit, and the successful Submitter(s) will be legally bound to perform according to the documents.
28. **Regulations:** It shall be the responsibility of each Submitter to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- a. **E-VERIFY COMPLIANCE REQUIREMENTS:** All contractors or subcontractors to be utilized by Submitter on contracts exceeding five thousand dollars shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - b. Submitters are herein informed that the work to be performed under this RFP is subject to the requirements of Section 292.675, RSMo., which requires all contractors or subcontractors perform work such to provide and require its on-site employees to complete a ten (10)hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial

Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

- c. Pursuant to Section 292.675, RSMo., the successful Submitter shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by it, or any contractors or subcontractors hired by it, for each calendar day, or portion thereof, Such on-site employee is employed without the construction safety training required in the above paragraph.
 - d. Section 208.009, RSMo. shall apply to any contracts awarded under this Proposal.
29. **Royalties and Patents:** The successful Submitter(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Submitter shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
30. **Equal Employment Opportunity Clause:** The City, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Submitters that the City takes all reasonably necessary steps to affirmatively ensure that all Submitters, including minority businesses, will be afforded full opportunity to submit Proposals in response to this RFP and that no Submitter will be discriminated against on the grounds of race, color, or national origin in determining the successful Submitter for award.
31. **Insurance Requirements:** For the duration of any contract awarded under this RFP, (which, for Projects including any labor, means until the work is completed and accepted by the City; and which, for Projects involving supply of materials only, means until the materials are delivered and accepted by the City), the successful Submitter is required to maintain certain insurance to protect it and the City against risks of loss in connection with the Project, as defined more fully below. The successful Submitter will be required to provide the City with proof of insurance that satisfies the requirements stated below, unless otherwise specified by the City. The insurance requirements below may be modified or waived by the City at the City's sole discretion.
- a. **Workers' Compensation:** To the extent successful Submitter is required to do so pursuant to Section 287.010 RSMo., et seq., successful Submitter shall maintain Workers Compensation coverage for all persons it will employ or retain to perform any work in connection with the Contract, and in the event successful Submitter subcontracts any such work, successful Submitter shall require the sub-contractor(s) to provide similar Workers Compensation Insurance for the sub-contractor's employees, unless such employees are covered by successful Submitter's coverage. Workers' Compensation coverage shall meet the minimum requirements set forth in Section 287.010 RSMo., et seq.
 - b. **Employers' Liability:** successful Submitter shall maintain Employers' Liability coverage of not less than \$1,000,000 each occurrence.
 - c. **Commercial General Liability:** The successful Submitter shall maintain Commercial General Liability coverage for personal and advertising injury, bodily injury

including accidental death, and broad-form property damage, which may arise from the performance of any obligations under the Contract or otherwise in connection with the Project, in an aggregate amount of than \$3,370,137 each occurrence and \$505,520 each person.

- d. Commercial Automobile Liability (*applies only to Projects involving the successful Submitter's operation of vehicles in performing any work awarded under this RFP*): The successful Submitter shall maintain Commercial Automobile Liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.

32. **Performance Bond and Labor & Materials Payment Bond:** *Not applicable.*

33. **Liquidated Damages:** *Not applicable.*

34. **Nonresident/Foreign Contractors:** To the extent the successful Submitter utilizes non-resident/foreign contractors to provide services or supplies in connection with this RFP, the successful Submitter shall procure and maintain:

- a. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570, RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230, RSMo.

35. **Proposal Tabulation:** Submitters may request a copy of the Proposal tabulation of the RFP.

36. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Proposal, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

37. **Additional Purchases by Other Public Agencies:** By submitting a Proposal in response to this RFP, the Submitter authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this RFP unless otherwise noted on the Affidavit of Compliance Form.

38. **Affidavit for Service Contracts:** The successful Submitter represents, in accordance with Section 285.530.2, RSMo., that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under this RFP and agrees to provide an affidavit to the City of Republic affirming that it has not, and will not at any point in time relating to this RFP, knowingly employ, or subcontract with, any person who is an unauthorized alien.

39. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this RFP shall be deemed accepted by the City until the City has had reasonable opportunity to inspect the item(s).

- a. Any item(s) which are discovered to be defective, or which do not conform to any warranty of the successful Submitter and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Submitter and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.

- b. If, at a later time, any defect is discovered which was not ascertainable upon the initial inspection, the City may also return the defective item(s) to the successful Submitter and/or entity/individual who sold the item(s) for full credit and reimbursement or replacement.
 - c. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City has under applicable Missouri or Republic law and/or any agreement or contract awarded under this RFP.
- 40. **Davis-Bacon Act:** If the Instructions to Submitters have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this RFP shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the "Federal Labor Standards Provisions," incorporated into this any agreement or contract awarded under this RFP.. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed pursuant to any contract awarded under this RFP, all contractors, subcontractors and other individuals/entities hired by the successful Submitter to perform work under this RFP shall pay the greater of the wages required under either law.
- 41. **Jurisdiction and Venue:** This RFP and any executed agreement required pursuant to the terms of this RFP, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
- 42. **Conflict of Interest:** By participating in this RFP and/or accepting an agreement pursuant to the RFP's terms, the successful Submitter certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
- 43. **Sovereign Immunity:** In no event shall any language or requirement in this RFP or any Agreement that comes from this RFP be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
- 44. **Terms:** The City reserves the right to reject any and all proposals received from this Proposal. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Proposal. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Proposal or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

[End of Request for Proposals (RFP) No. 24-004]

[Attachments/Exhibits Follow on Next Page]



CERTIFICATION OF COMPLIANCE WITH SECTION 34.600, RSMO., et seq.

[Does not apply to contracts totaling less than \$100,000, or to companies with fewer than ten (10) employees]

I am _____ [Name], the _____ [Title]
of _____ [Name of Company] ("Company", and am authorized to
make the following statement(s) on behalf of the Company:

[Choose One:]

____ I hereby certify that the Company is not currently engaged in, nor shall it, for the duration of the contract, engage in a boycott of (1) goods or services from the State of Israel; (2) companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or (3) persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et seq.

[Or:]

____ The Company employs a total of less than ten (10) employees.

By: _____

Signature

Date: _____

Printed Name

Title

NOTICE AND INSTRUCTIONS TO SUBMITTING ENTITIES
Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,
and Section 292.675 RSMo., effective August 28, 2009

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling 888-464-4218.

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, “[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo. Section 285.530, RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530, RSMo. applies so long as the services portion of the solicitation is over \$5,000.

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company or individual submitting a response to this Request/Invitation shall comply with the provisions of Sections 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract relating to this Request/Invitation is expressly contingent on the submitting individual/entity providing an acceptable, notarized affidavit, stating as follows:

- a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., *et seq.*

2. Additionally, the submitter must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program’s Memo of Understanding

A copy of the affidavit is provided on the following page, and can also be accessed and downloaded from the City of Republic’s official website, at the following URL address:

<https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

EXHIBIT B - page 2

**Affidavit of Compliance with Section 285.500, RSMo. et seq.,
for all agreements providing services in excess of \$5,000.00
Effective 1/1/2009**

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____, located in the State of _____, personally appeared _____ (Name), known to me to hold the title of _____ (Title) of/for _____ (Name of Company), a (circle one) corporation, partnership, sole proprietorship, and/or limited liability company, and known to me to be competent and authorized to make this affidavit, upon being duly sworn and under oath, deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

[Signature]

[Printed Full Name]

Subscribed and sworn to before me this _____ day of _____, _____
[date] [month] [year]

My commission expires: _____

[Notary Public Signature]

EXHIBIT C

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

Pursuant to Republic Code Section 110.040 and applicable provisions of Chapter 105 of the Revised Statutes of Missouri, City of Republic employees and Members of the City Council are prohibited from having a financial interest, direct or indirect, in any contract to which the City is a party.

The Respondent hereby certifies that (check all that apply):

No conflicts to disclose:

1. ___ No City Councilmember, City employee, or City board or commission member is an employee, officer, partner, or owner of Respondent.
2. ___ No spouse or dependent child of a City Councilmember, City employee, or City board or commission member is an employee, officer, partner or owner of Respondent.

Potential conflicts to disclose:

3. ___ A City Councilmember, spouse, or dependent child **is** an employee, officer, partner or owner of Respondent.
4. ___ A City employee, spouse, or dependent child **is** an employee, officer, partner or owner of Respondent.
5. ___ A City board/commission member, spouse, or dependent child **is** an employee, officer, partner or owner of Respondent.

If you have checked 3, 4, or 5, please provide the name(s) of the involved Councilmember(s), City employee(s), City board or commission member(s), or spouse:

I hereby certify the information above is true and accurate.

Signature: _____

Date: _____

Name: _____

Title: _____