



**RFP #26-06 EMERGENCY WARNING SYSTEM
AUTOMATED COMMAND & CONTROL SYSTEM**

**THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE
FOLLOWING OPPORTUNITY:**

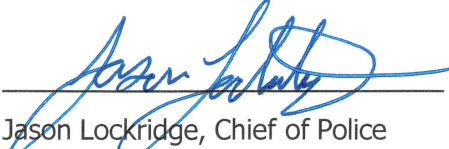
Sealed Bids for the installation of a Polygon Based Automatic Siren Activation System for the existing Emergency Warning Siren System, will be received, by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until 2:00pm local time on June 10, 2026, at which time the Bids received will be publicly opened and read.

The scope of services is set forth in the RFP.

INSTRUCTIONS TO PROPOSERS:

1. Bids must be addressed to Jason Lockridge 107 W. Main Street, Smithville, Missouri 64089 and be received before 2:00pm local time on June 10, 2026.
2. Questions regarding this request for proposal should be submitted in writing by 12:00pm local time, June 1, 2026, to police@smithvillemo.org allowing sufficient time for response before RFP submission deadline.
3. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Two (2) original proposals must be included in a sealed and marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 2:00 P.M. on the 10th day of June 2026 at City Hall.
4. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-0500. A forty-eight-hour notice is required.
5. Any questions regarding this RFP should be directed to Jason Lockridge, Chief of Police, at 816-532-0500.

The City of Smithville reserves the right to reject any or all proposals and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.



Jason Lockridge, Chief of Police

Issued: the 11th day of May, 2026

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made, or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. Any questions regarding this request may be addressed to Jason Lockridge, Chief of Police, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-0500.
11. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

**RFP # 26-06- EMERGENCY WARNING SYSTEM
AUTOMATED COMMAND & CONTROL SYSTEM**

ARTICLE I GENERAL INFORMATION

The City of Smithville (the agency) desires to install a Polygon Based Automatic Siren Activation System for its existing Emergency Warning Siren System. The minimum specifications, requirements and benefits below are the threshold on selecting a vendor/contractor for the project.

Background: The agency has in place 11 existing Whelen Series Warning Sirens. The sirens are a two-way type of system in that they utilize RF for communication between the existing command and control to the siren and return RF for siren reporting back to the current command and control. The agency will utilize the existing Radio Control Station for RF communication between the new system and the existing warning siren equipment. The agency accepts responsibility for propagation of the RF System.

General Information: The existing Warning Siren equipment will be left in tack, and no other additional equipment shall be attached or interfaced into for the new system to function at full interface, & operation.

SPECIFICATIONS

- The new Command and Control System shall be a "Polygon Based Automatic Activation System."
- The system accepted and delivered shall have but not limited to the following supplied for operation:
 - Computer
 - Monitor (Minimum 19")
 - Radio Interface Box
 - Siren Controller
 - All Cabling
 - Any Additional Equipment Needed to Connect to An Existing Rear Accessory Connector of Our Existing Radio Control Station
- The system shall be a software-based controller system having all components to operate our current equipment at full capacity and be able to receive and decode all SI Test® information being returned from the siren on the agency initiating a SI Test® on the equipment and commanding return diagnostics from the equipment.
- The system shall have the ability to activate any DTMF based equipment.
- The system shall easily perform a single siren activation, group or all-call activations based on manual operation or auto activation.
- The system must allow sirens to be selectable on the fly by circle or polygon.
- The system shall have the ability to interface via web access to the National Weather Service (NWS) to receive polygon information for automatic operation of the system as the agency desires. Note: The system shall have the ability for automatic activation or manual operation as the agency desires.
- The agency will provide internet access for connectivity to the NWS and its warning and alerts.
- The system shall show a map of the area on the front screen that shows the entire system along with the status and health of the system from its last Si Test® or from any automatic alarms that were automatically generated such as but not limited to "Low Battery Alert."

- The system shall have the ability for the agency to perform the following actions:
 - Activation of All Existing Warning Siren Features and Abilities
 - All Tones Available
 - SI Test® Feature and the Return of all Diagnostics from the Equipment
 - Live Public Address of the System
 - Have unlimited "Call Keys" (A pre-scripted warning activation sequence which can be to one, a group, or all warning sirens)
 - Schedule activation events to be activated based on a date & time and the ability to be repeated as programmed.
 - The Ability to Utilize Internet Map Imaging
- The agency desires a "Simple Operation" solution however to assist in not having a man-made false activation the system must have at least a two-step process for manual activation commands.
- The Siren Interface Controller between the PC and the Control Radio shall incorporate a "Toggle Switch" which can send a single "All Call Command" to the system. This would be utilized in the event the PC failed the system can still be activated via this switch.
- While in "Automatic" mode and receiving information from the NWS the system shall be able to activate based up on user defined watch/warnings issued by the NWS.
- The system shall be able to repeat activation at specified durations until warning/watch expires.

OTHER FORMS OF NOTIFICATION

- Send emails to groups/multiple groups that have been set up and managed by the agency within its email server. (ie) Maintenance Group, Board of Education Group, Mayors Group, etc. The agency would create and manage the groups and each group recipients within its email servers.
- Send SMS TEXT via email to cellular carrier if the carrier has that feature and the agency is subscribed.

FAILSAFE CLIENT

- The system shall incorporate a FailSafe Client or like kind to ensure both the Weather Message Software and the system are functioning properly.
 - In the event that either parameter is not met after a configurable time, the system will send an email to one or multiple specified email address for an issue that needs addressed immediately. This will ensure that all software required to automatically activate are operational.

CALL IN ACTIVATION

- The system should incorporate call in capability for remote activation of specific call keys.
- A minimum of (2) call key activations shall be provided with the ability of multiple series of timed events within the call key.
- The system shall have ease of operation
 - Answer
 - Receive Security Code from Authorized User for Call Key Activation
 - Notification of Receipt
- The purchasing agency shall provide and maintain a standard phone line for this feature.

PROGRAMMING

- The system shall include all initial programming for operation to and with the agencies policies and procedures related to mass notification and events we notify the public via the Emergency Warning System.
- The system shall include re-programming and small modifications needed for optimum usage for ninety days after acceptance.

INSTALLATION

- Professional installation of the system and connection to an existing control radio shall be included.
- All interface cables, network cables, connectors shall be provided by the vendor.
- The agency will work with the vendor to ensure the control radio provided meets the minimum criteria and operates with the system being provided.
- The vendor shall provide the agency with the minimum requirements that are needed prior to the system's arrival and installation.

TRAINING

- One (1) day of onsite training at time of installation will be provided with the system. The training will be consecutive with the installation and acceptance.

WARRANTY

- The system shall have a minimum of (1) year on the hardware and a minimum of (2) year of software support. The software support shall include 24/7/365 phone support and remote assistance. The support shall include all patches, fixes & updates within the warranty period.
- The system must have options for continued support via contract and or time and material after the initial warranty period has expired.

ARTICLE II PROPOSAL INSTRUCTIONS

RFP PROPOSALS - CONTENTS AND SUBMISSION

The City recognizes this type of initiative may vary greatly in scope, approach and deliverables from one firm to another. The City will evaluate the qualifications of prospective firms, proposed scope of services and the value of the proposed work.

The City requests the following items from professional firms to complete and undertake the above referenced services:

1. Name, address, and telephone number of Proposer(s).
2. A completed Proposal Response Form attached to this Request for Proposal.
3. Full price for providing the goods and performing the service in accordance with the RFP. Specify the required information for the bid.
4. Provide the names and references for a minimum of three similar projects. Summaries should include a narrative of the project and associated costs.

ADDENDA

All changes, additions, and/or clarifications in connection with this RFP will be issued by the Assistant City Administrator in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

EVALUATION

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, and any other information the City obtains regarding the Vendor, or that the City deems relevant.

1. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
 - Quality and extent of services available.
 - Compliance with proposal specifications.
 - The business's experience and approach providing similar services.
 - References.
 - Local preference.
 - Cost of Services
2. The timeliness, nature and number of any exceptions taken by the Vendors, Contractors, or Proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Vendor's, Contractor's, or Proposer's Proposal.
3. A responsible Vendor is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In evaluating a vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors, contractors or proposer's customers, inspections of other Services or projects performed, and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of ninety (90) calendar days, commencing on the date and time of the RFP closing and expiring at 12:00pm of the last day.

Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor and may be received by the City at any time up to and including the proposed RFP opening date.

RFP CLOSING

Three (3) original Proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to Jason Lockridge, Chief of Police, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 2:00pm at City Hall on June 10, 2026. The RFP number and RFP closing date shall be shown on the face of the envelope and should be labeled with the Vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

FORMAL PRESENTATIONS

Prior to awarding the contract, the City may require a formal presentation by business representatives to discuss and clarify proposal details.

RFP REJECTION

The City reserves the right to reject any and all Proposals received in response to RFPs, and to waive all irregularities in Proposals.

ACCEPTANCE OF RFPs

The City reserves the right to accept the Proposal that, in its judgment, is the lowest and/or most qualified Proposal in response to this RFP.

LATE PROPOSALS

Proposals received after the date and time of the responsive Proposals to the RFP opening shall not be considered.

MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her responsive Proposal to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in Proposals received after the date and time of the Proposals to the RFP opening. A mistake in a Proposal cannot be considered once a purchase contract is executed by the parties.

NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.

The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.

If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

AWARD OF THE CONTRACT

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the Chief of Police will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

EXECUTION OF CONTRACT

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

CONTRACT PERFORMANCE

Any contract entered into pursuant to this RFP should be performed by the Vendor by September 30, 2026.

GENERAL PROJECT ASSESSMENT REQUIREMENTS

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

INSURANCE

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the contractor's employees including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional Named Insured":

1. City of Smithville
107 W. Main Street
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

INSURANCE COVERAGE AND LIMITS OF COVERAGE PREFERRED

1. Worker's Compensation – Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$1,000,000.00 each occurrence
4. Property Damage - \$1,000,000.00 each occurrence

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

TESTING

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal;
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

INTELLECTUAL PROPERTY RIGHTS

Any and all material, images, slogans and/or items of any kind, tangible or intangible in nature (hereinafter collectively referred to as the "Product"), produced by Contractor pursuant to this RFP or resulting Contract shall be considered a Work for Hire and shall be owned by the City. Contractor will defend, at its own expense any action brought against the City to the extent that it is based on a claim that the Product infringes a copyright in the United States or a United States patent, or other intellectual property rights, and/or that the City did not obtain the sole rights to the Product from the Contractor. Contractor will indemnify and hold the City harmless (including attorney's fees and costs) with regard to any such claim provided the City reasonably notifies Contractor in writing of the claim, and that Contractor is reasonably allowed to participate in the defense of the claim.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
3. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

Employees of the Contractor who are assigned to servicing the City's buildings shall complete a fingerprint card executed by the City's police department at no cost to the Contractor.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFP.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq.

SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached, the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.

LAWS SECTION

§ 285.530. Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors

1. No 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.
2. 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, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, 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 also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state, or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.
3. All public employers shall enroll and actively participate in a federal work authorization program.
4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.
5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

EXHIBIT 1

STATE OF _____)
)
ss COUNTY OF _____)

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).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently President of _____ (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 following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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.

Further, Affiant saith not.

[Signature]

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2025.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

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

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form.)

**RFP #26-06 EMERGENCY WARNING SYSTEM
AUTOMATED COMMAND & CONTROL SYSTEM**

I, _____, hereby representing
(Agent Submitting RFP)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

Date

Tax ID No.

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

EXHIBIT II – PROPOSAL

COMPANY NAME			
ADDRESS			
CITY			
STATE			
ZIP			
PHONE			
EMAIL			
NAME OF OFFICIAL COMPLETING PROPOSAL			
NAME OF CONTACT PERSON WHO WOULD BE RESPONSIBLE FOR HANDLING THE CITY'S ACCOUNT IF AWARDED THE PROJECT			
NAME			
TITLE			
PHONE			
EMAIL			
INDICATE IF THE BUSINESS OPERATES IN THE FOLLOWING LOCATIONS			
CITY OF SMITHVILLE			
CLAY COUNTY			
STATE OF MISSOURI			
YEARS OF SERVICE AND EXPERIENCE			
QUALIFICATIONS ATTACHED OF PERSONNELL IN CHARGE OF THE CITY'S ACCOUNT IF AWARDED	YES	NO	

Experience With Public Entities

Provide a list of entities that the business has provided collection services. Include the name of the entity, contact person, telephone number and email. Emphasize local municipalities receiving services similar to those being proposed for the City of Smithville. If the space below is not sufficient, attach a list.

REFERENCE 1	
NAME OF ENTITY	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
REFERENCE 2	
NAME OF ENTITY	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
REFERENCE 3	
NAME OF ENTITY	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	

Pending Matters

Is there any major litigation pending against the business	Yes	No
If "Yes" is circled above, will the resolution of this matter impact the business's ability to provide service for the City of Smithville?	Yes	No
Is the business involved in pending acquisitions, consolidations, or mergers that will impact the business's ability to serve the City of Smithville?	Yes	No
Are there any matters or circumstances that would prevent the business from entering into a contract or performing services for the duration of the contract?	Yes	No
If Yes circled above, please explain		

Additional Information

Businesses are encouraged to submit a statement explaining the distinguishing features of its proposal from the competitors. The statement should address why it would be in the City's best interest to select the business. This is an opportunity for the business to highlight the business elements, such as services, products, personnel or facilities that give the business a competitive advantage.