



REPUBLIC
MISSOURI

AGENDA

City Council Meeting
Municipal Court Building, 540 Civic Blvd
September 06, 2022 at 6:00 PM

Matt Russell, Mayor
Eric Gerke, Ward I
Garry Wilson, Ward II
Christopher Updike, Ward III
Jennifer Mitchell, Ward IV

Eric Franklin, Ward I
Gerry Pool, Ward II
Brandon Self, Ward III
Clint Gerlek, Ward IV

Call Meeting to Order

Opening Prayer

Pledge of Allegiance to the United States Flag

Citizen Participation

Consent Agenda

1. Approve August 23, 2022 City Council Minutes.
2. 22-R-53 A Resolution of the City Council Authorizing the City Administrator to Execute an Agreement with NCR Payment Solutions, LLC for Processing Debit and Credit Card Payments at Republic Municipal Court.

Board, Commission, and Committee Schedule

Planning & Zoning Meeting	September 12, 2022
City Council Meeting	September 20, 2022
Planning & Zoning Meeting	October 3, 2022
City Council Meeting	October 4, 2022

Old Business and Tabled Items

3. 22-50 An Ordinance of the City Council Establishing a Procedure for Disclosing Potential Conflicts of Interest and Substantial Interests for Certain Officials.

New Business (First Reading of Ordinances)

4. 22-51 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I, Government Code, Chapter 105, Elections, Section 105.030, Declaration of Candidacy-Dates for Filing, Section 105.040, Declaration of Candidacy-Notice to Public, and Section 105.060, Notice of Elections.
5. 22-52 An Ordinance of the City Council Amending Title I, Government Code, Chapter 150, Fraud Prevention and Detection Policy, Section 150.010, Adoption of Policy, Adopting a Revised Policy Entitled City of Republic's Fraud Prevention and Detection Policy.
6. 22-53 An Ordinance of the City Council Amending Title I, Government Code, Chapter 110, Administration Policies, Article II, Purchasing and Surplus Property Disposal, Section 110.020.01 Purchasing Policy and Procedures, and Adopting a Revised Policy Entitled City Of Republic's Purchasing & Disposal Policy.

Other Business (Resolutions)

7. 22-R-54 A Resolution of the City Council Awarding the Bid for Waterline Materials at Hankins Farm Industrial Park to Core & Main, LP.

Individuals addressing the Council are asked to step to the microphone and clearly state their name and address before speaking. In accordance with ADA guidelines, if you need special accommodations to attend any city meeting, please notify the City Clerk's Office at 417-732-3101 at least three days prior to the scheduled meeting. **All meetings are recorded for public viewing.**

- [8.](#) 22-R-55 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing of Identified Streets in the Island Green Subdivision.
- [9.](#) 22-R-56 A Resolution of the City Council Awarding The Bid for Sand Blasting and Re-painting of the Water Tower Located at Well 6 to Hogan’s Inc.
- [10.](#) 22-R-57 A Resolution of the City Council Authorizing the City Administrator to Partner With the Springfield-Greene County Library for a Potential Land Transaction as an In-Kind Contribution to Bring a New Library to the City of Republic.

Reports from Staff

Executive Session: *No further action, other than announcing adjournment by the Mayor, shall take place after an Executive Session that is scheduled as the last matter on the Agenda unless otherwise stated on the Agenda or as allowed per RSMo. 610.02.*

1. RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.
2. RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.
3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.

Adjournment



MINUTES

City Council Meeting Municipal Court Building, 540 Civic Blvd August 23, 2022 at 6:00 PM

- Matt Russell, Mayor**
- Eric Gerke, Ward I
- Garry Wilson, Ward II
- Christopher Updike, Ward III
- Jennifer Mitchell, Ward IV
- Eric Franklin, Ward I
- Gerry Pool, Ward II
- Brandon Self, Ward III
- Clint Gerlek, Ward IV

Call Meeting to Order

The regular session meeting of the City Council of the City of Republic, Greene County, Missouri, was called to order by Mayor Matt Russell at 6:00 p.m. Council Members present included Eric Franklin, Garry Wilson, Eric Gerke, Gerry Pool, Chris Updike, Clint Gerlek, and Jennifer Mitchell. Others in attendance were: City Administrator David Cameron, City Attorney Megan McCullough, Assistant City Administrator Jared Keeling, Police Chief Brian Sells, Finance Director Meghin Cook, BUILDS Administrator Andrew Nelson, Assistant BUILDS Administrator Karen Haynes, Deputy Fire Chief Lynn Hollandworth, Engineering Manager Garrett Brickner, Chief of Staff Lisa Addington, IT Director Chris Crosby, Assistant Parks and Recreation Director Jennafer Mayfield, Network Engineer James Strathdee, Senior HR Generalist Rachel Reich-Graef, and City Clerk Laura Burbridge.

Opening Prayer

Opening prayer was led by City Administrator David Cameron.

Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mayor Matt Russell.

Citizen Participation

Mayor Russell opened citizen participation at 6:01 p.m. No one came forward so Mayor Russell closed citizen participation at 6:01 p.m.

Consent Agenda

Motion was made by Council Member Updike and seconded by Council Member Pool to approve the consent agenda. The vote was 8 Aye-Franklin, Gerke, Gerlek, Pool, Mitchell, Self, Updike, and Wilson. 0 Nay. Motion Carried.

1. Approve August 16, 2022 City Council Minutes.
2. 22-R-47 A Resolution of the City Council Approving a List of Qualified Professional Furnishing Providers for As Needed Use through December 31, 2024.

Board, Commission, and Committee Schedule

Board of Adjustment Meeting	September 1, 2022-Cancelled
City Council Meeting	September 6, 2022
Planning & Zoning Meeting	September 12, 2022
City Council Meeting	September 20, 2022

Old Business and Tabled Items

3. **22-49 An Ordinance of the City Council Setting the 2022 Property Tax Levies for the City of Republic, Missouri.**

Motion was made by Council Member Wilson and seconded by Council Member Updike to have the second reading of Bill 22-49 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Pool, Mitchell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Meghin Cook was available for



questions from Council. Council Member Pool motioned for the passage of Bill 22-49. Council Member Mitchell seconded. A roll call vote was taken. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

New Business (First Reading of Ordinances)

4. **22-50 An Ordinance of the City Council Establishing a Procedure for Disclosing Potential Conflicts of Interest and Substantial Interests for Certain Officials.**

Motion was made by Council Member Mitchell and seconded by Council Member Updike to have the first reading of Bill 22-50 by title only. The vote was 8 Aye-Franklin, Gerke, Gerlek, Pool, Mitchell, Self, Updike, and Wilson. 0 Nay. Motion Carried. Megan McCullough provided an overview of the bill. Mayor Russell reminded Council that this is a first read and to get with staff before the next meeting with any questions.

Other Business (Resolutions)

5. **22-R-48 A Resolution of the City Council Awarding the Bid for the Replacement of HVAC Units at the Republic Fire Department and Police Department Facilities to Garrison Heating & Air LLC.**

Motion was made by Council Member Updike and seconded by Council Member Pool to approve Resolution 22-R-48. Jared Keeling provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

6. **22-R-49 A Resolution of the City Council Authorizing the City Administrator to Execute an Agreement with Kenton Brothers Locksmiths, Incorporated for Installation and Integration of the Gallagher Access Control System.**

Motion was made by Council Member Pool and seconded by Council Member Franklin to approve Resolution 22-R-49. Chris Crosby provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

7. **22-R-50 A Resolution of the City Council Expressing Support for Harmony House's Efforts to Secure ARPA Funds to Extend its Services to the Citizens of Republic and Surrounding Rural Areas.**

Motion was made by Council Member Updike and seconded by Council Member Franklin to approve Resolution 22-R-50. Andrew Nelson provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

8. **22-R-51 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing City Streets.**

Motion was made by Council Member Franklin and seconded by Council Member Mitchell to approve Resolution 22-R-51. Andrew Nelson provided an overview of the Resolution. Council Member Franklin motioned to table 22-R-51 until the September 6, 2022 City Council Meeting. Council Member Pool seconded. Andrew Nelson requested the Resolution be approved with the Island Green streets removed from the project list. Council Member Franklin rescinded his motion under the condition of removing the Island Green roads from this Resolution with the money being reallocated to different streets. Council Member Pool seconded. The vote was 7 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, and Updike. 1 Nay-Wilson. Motion Carried.

9. 22-R-52 A Resolution of the City Council Authorizing the City Administrator to Engage in Services with Stifel, Nicolaus & Company, Incorporated for Special Obligation Bonds Totaling \$40 Million for Special Projects During 2023-2026.

Motion was made by Council Member Wilson and seconded by Council Member Updike to approve Resolution 22-R-52. David Cameron provided an overview of the Resolution. The vote was 8 Aye-Franklin, Gerke, Gerlek, Mitchell, Pool, Self, Updike, and Wilson. 0 Nay. Motion Carried.

Wage Analysis Report

10. Wage Analysis Presentation

Lisa Addington presented the Wage Analysis Results.

Reports from Staff

City Administrator David Cameron praised Lisa Addington for the fantastic job presenting the wage analysis, which is a complex matter. Mr. Cameron reported this is his second time doing a wage analysis and the one done in Arkansas resulted in an \$860,000.00 difference per year. When the voters passed the public safety tax in 2021, this addressed the final piece. Mr. Cameron reminded Council of the \$7000.00 fund balance left four years ago when we picked up the 4% from the employees for LAGERS contributions. Mr. Cameron added that we took care of the most important asset to the city, which is the employees. What builds a street and runs the computers is the people sitting in those chairs. Mr. Cameron added that Council and the community have done a great job letting their voice speak so we could leverage those dollars where we told them we would.

City Administrator David Cameron noted he has been in government 30 years and streets are always an issue. Mr. Cameron noted to Andrew Nelson and Council that he loves the dialogue, we may not always agree but a good debate keeps us on our toes. As staff, we have all driven those streets and try to deliver the best results. The decisions we make aren't always popular, but it is technical decision. Mr. Cameron added it was a lot to cover as he thought it was a light agenda and Lisa had to follow that discussion.

City Administrator David Cameron noted he is glad to hear there is a tea named after the Mayor.

City Administrator David Cameron reminded everyone the gotMud? run is this weekend beginning at 8:15 a.m. with over 1000 participants. Mr. Cameron added that Jared Keeling showed up to the Administrator's meeting in blue jeans and a T-shirt with grass all over him because he is out there working with his crews to get the job done. Mr. Cameron noted he appreciates our employees and we have a lot of hard work ahead of us.

City Administrator David Cameron acknowledged that nobody wants to talk about bond issues, but we will also have to talk about sewer again soon. Mr. Cameron added that Andrew Nelson will bring a part of the bond issue to Council in a few weeks. Mr. Cameron noted he looks forward to more discussions.

Council Member Franklin added he never knew what a viable discussion roads are with people. Mr. Franklin added he has had great conversations with people about the roads and it opens the door to a lot of other issues and educational opportunities. Mr. Franklin added he appreciates the conversations tonight and the discussion with Garrett regarding street repairs.

Council Member Self reported that in his time away from Council, he has spoken to a couple employees who brought up retirement to him. They spoke highly of the decisions made by Council and were appreciative of that step taken for staff. Mr. Self reminded Council that the decisions we make here are for the staff and it does have a ripple effect.

Mayor Matt Russell noted that he teased Lisa Addington during her presentation that it wasn't an A+, but her presentation was an A+. Mayor Russell added that last week he was bragging on Jared Keeling and Jennafer Mayfield, noting it all goes back to trust. The citizens trust us to make appropriate decisions and they support us at the polls. Mayor Russell added Mrs. Addington exhibited professionalism, and when he asked why only 4 needed addressed, it is because of professionalism. This is Mrs. Addington's profession and her years of experience show. Mayor Russell apologized for teasing her.

Executive Session: *No further action, other than announcing adjournment by the Mayor, shall take place after an Executive Session that is scheduled as the last matter on the Agenda unless otherwise stated on the Agenda or as allowed per RSMo. 610.02.*

1. RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record.
2. RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record.
3. RSMo 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record.

Motion was made by Council Member Franklin and seconded by Council Member Self at 7:35 p.m. to go into Executive session under RSMo 610.021.1 Pending and/or potential litigation. Closed session. Closed vote. Closed record., RSMo 610.021.2 Real estate acquisition. Closed session. Closed vote. Closed record., and 610.021.3 Hiring, firing, promotion, or disciplining personnel. Closed session. Closed vote. Closed record. The vote was 8 Aye-Self, Pool, Mitchell, Updike, Wilson, Franklin, Gerlek, and Gerke. 0 Nay. Motion Carried.

Motion was made by Council Member Self and seconded by Council Member Franklin to adjourn the meeting at 8:14 p.m. The vote was 8 Aye-Gerlek, Franklin, Gerke, Mitchell, Pool, Updike, Wilson, and Self. 0 Nay. Motion Carried.

ATTEST:

Laura Burbridge, City Clerk

Matt Russell, Mayor



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-53 A Resolution of the City Council Authorizing the City Administrator to Execute an Agreement with NCR Payment Solutions, LLC for Processing Debit and Credit Card Payments at Republic Municipal Court.

Submitted By: Jared Keeling, Assistant City Administrator

Date: September 6, 2022

Issue Statement

A resolution to authorize an agreement with NCR Payment Solutions, LLC for processing payments at Republic Municipal Court.

Discussion and/or Analysis

Republic Municipal Court currently uses Open Edge for processing debit and credit card payments. Open Edge charges a fee to the City of Republic for their services and we pass this fee along to the customer. By switching to the preferred processing provider of OSCA and Show-Me Courts (NCR Payment Solutions, LLC – or “Jet Pay), the City of Republic will no longer be charged a fee. Customers will pay the fee directly through the Show-Me Court software.

Republic Municipal Court personnel believes this to be the ideal time to switch the processing provider as they are currently switching their bank account along with the rest of the city.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH NCR PAYMENT SOLUTIONS, LLC FOR PROCESSING DEBIT AND CREDIT CARD PAYMENTS AT REPUBLIC MUNICIPAL COURT

WHEREAS, the City of Republic, Missouri (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the Republic Municipal Court (“Municipal Court”) currently uses OpenEdge Payments, LLC (“OpenEdge”) for processing debit and credit card payments of fines, court costs and other charges in Municipal Court cases; and

WHEREAS, OpenEdge charges a fee to the City for its services, which the City then passes on to the payor(s); and

WHEREAS, NCR Payment Solutions, LLC (commonly referred to as “Jet Pay”) (“NCR”) is the preferred processing provider of the Office of State Courts Administrator (“OSCA”) and Show-Me Courts, the official software utilized by all participating Missouri court systems for filing and docket management; and

WHEREAS, Municipal Court staff members have identified this time as an ideal opportunity to switch from the current service provider (OpenEdge) to NCR (Jet Pay) for processing payments in Municipal Court cases, as the switch would coincide with the transition of the Municipal Court’s bank account to Arvest, but additionally because it would relieve the City of the fees being charged by OpenEdge; and

WHEREAS, based on recommendations of City staff, the Council finds that an agreement with NCR to serve as the City’s processor of debit and credit card payments made in Municipal Court cases is in the best interest of the City, as it will enhance efficiency and reduce costs without compromising quality of the service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** The City Administrator, or his designee(s), on behalf of the City, is hereby authorized to execute an agreement with NCR Payment Solutions, LLC for processing all debit and credit card payments of fines, court costs and other charges to the Municipal Court and/or for Municipal Court cases.
- Section 2:** The City Administrator, and/or his designee, is authorized to take the necessary steps to execute this Resolution.
- Section 3:** The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 4:** This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-50 An Ordinance of the City Council Establishing a Procedure for Disclosing Potential Conflicts of Interest and Substantial Interests for Certain Officials.

Submitted By: Megan McCullough, City Attorney

Date: September 6, 2022

Issue Statement

To re-adopt the procedures for disclosing potential conflicts of interest and substantial interests for certain officials as required by the Missouri Ethics Commission.

Discussion and/or Analysis

In 2020, the City re-adopted the procedures for disclosing potential conflicts of interest and substantial interests for certain officials. If the city's annual budget is over one million dollars, the City is required to re-adopt a conflict of interest ordinance every two (2) years before the September 15, 2022 deadline established by the Missouri Ethics Commission. Once approved, the ordinance must be forwarded to the Missouri Ethics Commission within ten (10) days of passage for it to go into effect. All elected, appointed and decision-making personnel and candidates would be required to file a Financial Interest Statement for Political Subdivisions if any transactions occurred in the previous calendar year that would be considered a conflict of interest as per this ordinance and State Statute. If this ordinance is not re-adopted, all elected, appointed, and decision-making personnel, and candidates would be required to file a Personal Financial Disclosure Statement (long form).

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL ESTABLISHING THE PROCEDURE FOR DISCLOSING POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, if the City’s annual budget is over one million dollars (\$1M), the City is required to re-adopt a conflict of interest ordinance every two (2) years prior to the Missouri Ethics Commission’s annual deadline of September 15th; and

WHEREAS, the City last adopted a conflict of interest ordinance on August 18, 2020, in Bill No. 20-27; and

WHEREAS, after the ordinance is approved, in order for it to go into full effect, the ordinance must be forwarded to the Missouri Ethics Commission within ten (10) days of passage by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: **Declaration of Policy:** The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2: **Conflicts of Interest:**

- a. All elected and appointed officials, as well as employees of a political subdivision, must comply with Section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a “substantial or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) ten percent (10%) or more of any business entity; or (2) an interest having a value of \$10,000.00 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000.00 or more, per year

from any individual, partnership, organization, or association within any calendar year.

Section 3: **Disclosure Reports:** Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo., if any such transactions occurred during the previous calendar year.

- a. For such person, and all persons within the first degree of consanguinity of affinity of such person, the date and the identities of the parties to each transaction with total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:
 - i. The name and address of each employer(s) of such person from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
 - ii. The name and address of each sole proprietorship that such person owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which such person was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or

automated quotation system in which the person owned two percent (2%) or more of any class or outstanding stock, limited partnership units or other equity interests;

- iii. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4: **Filing of Reports:**

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 - i. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;
 - ii. Each person appointed to office, shall file the statement within thirty (30) days of such appointment or employment covering the calendar year ending the previous December 31;
 - iii. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.
- b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5: **Filing of Ordinance:** A certified copy of this ordinance, adopted prior to September 15th, shall be sent within ten (10) days of its adoption to the Missouri Ethics Commission.

Section 6: **Effective Date:** This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect to the next filing period as required.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-51 An Ordinance of the City Council Amending the Municipal Code of the City of Republic, Missouri by Amending Title I, Government Code, Chapter 105, Elections, Section 105.030, Declaration of Candidacy-Dates for Filing, Section 105.040, Declaration of Candidacy-Notice to Public, and Section 105.060, Notice of Elections.

Submitted By: Laura Burbridge, City Clerk

Date: September 6, 2022

Issue Statement

To amend the Municipal Code to comply with the election requirements of the Secretary of State.

Discussion and/or Analysis

The Municipal Code currently identifies calendar dates for filing for Mayor and/or City Council. It also provides deadlines for publication of the notice of candidate filing in the newspaper by specific Tuesdays of the year. However, these dates and deadlines do not match the dates required by the Secretary of State's Election Calendar. As the City is not the Election Authority, we are subject to the requirements made by the Missouri Secretary of State's Office and the County Clerk of Greene County and Christian County. This code change references the Secretary of State's Election Calendar, which is the calendar we are required to follow for all elections.

This change also allows for digital submission of election paperwork. The Municipal Code currently specifies by Fax; however, both County Clerks accept election documents in digital form.

Recommended Action

Staff Recommends Approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING THE MUNICIPAL CODE OF THE CITY OF REPUBLIC, MISSOURI BY AMENDING TITLE I, GOVERNMENT CODE, CHAPTER 105, ELECTIONS, SECTION 105.030, DECLARATION OF CANDIDACY-DATES FOR FILING, SECTION 105.040, DECLARATION OF CANDIDACY-NOTICE TO PUBLIC, AND SECTION 105.060, NOTICE OF ELECTIONS

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City’s Municipal Code (“Code”) currently identifies deadlines by calendar date(s) for filing notices of candidacy for Mayor and City Council; and

WHEREAS, the Code also provides deadlines by specific Tuesdays in the calendar year for publishing notices of candidacy in the newspaper; and

WHEREAS, the current calendar date deadlines do not match those required by the Secretary of the State’s Election Calendar, which the City is required to follow; and

WHEREAS, the proposed amendments to the Code are to follow the governing Secretary of State’s Election Calendar, and also to allow for digital submission of election paperwork, which is an accepted submission method by the County Clerks of Greene and Christian Counties; and

WHEREAS, the Council finds the amendments to the Code are in the best interest of the City, as they will ensure compliance with the governing Secretary of State’s Election Calendar and will allow for more expeditious submission of election paperwork digitally.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: Title I, Government Code, Chapter 105, “Elections”, Section 105.030, “Declaration of Candidacy-Dates for Filing”, Section 105.040, “Declaration of Candidacy-Notice to Public”, and Section 105.060, “Notice of Elections” are hereby amended by the Sections below to read as follows:

105.030 Declaration Of Candidacy -- Dates For Filing

Any person who desires to become a candidate for an elective City office at the general City election shall file with the City Clerk, not prior to the hour of 8:00 A.M., on the ~~fifteenth (15th) Tuesday prior to~~ **First Day of Candidate Filing as indicated by the Secretary of State's Election Calendar**, nor later than 5:00 P.M., on the ~~eleventh (11th) Tuesday prior to the next City municipal election~~ **Last Day for Candidate Filing as indicated by the Secretary of State's Election Calendar**, a written declaration of his/her intent to become a candidate at said election. The City Clerk shall keep a permanent record of the names of the candidates, the offices for which they seek election, and the date of their filing, and their names shall appear on the ballots in that order.

105.040 Declaration Of Candidacy -- Notice To Public

The City Clerk shall, on or before the ~~fifteenth (15th) Tuesday~~ **First Day of Candidate Filing as indicated by the Secretary of State's Election Calendar**, prior to any election at which City offices are to be filled by said election, notify the general public of the opening filing date, the office or offices to be filled, the

proper place for filing and the closing filing date of the election. Such notification may be accomplished by legal notice published in at least one (1) newspaper of general circulation in the City.

105.060 Notice Of Elections

In City elections, the City Clerk shall notify the County Clerk prior to 5:00 P.M. on the ~~tenth (10th) Tuesday~~ **Final Certification Date as designated by the Secretary of State's Election Calendar** prior to any City election except as noted in Section 115.125.1, RSMo. The notice shall be in writing, shall specify that the City Council is calling the election, the purpose of the election, the date of the election, and shall include a certified copy of the legal notice to be published including the sample ballot. The written notice shall be executed on behalf of the City Council by the Mayor of the Board and shall include the attestation of the City Clerk and shall have affixed thereto the Seal of the City of Republic. The notice and any other information required by this Section may, with the prior notification to the election authority receiving the notice, be accepted ~~by facsimile transmission~~ **in digital form** prior to 5:00 P.M. on the ~~tenth (10th) Tuesday~~ **Final Certification Date as designated by the Secretary of State's Election Calendar** prior to the election, provided that the original copy of the notice and a certified copy of the legal notice to be published shall be received in the office of the election authority within three (3) business days from the date ~~of the facsimile transmission~~ **of digital submission**.

EXPLANATION(S) - Matter in underlined type in the above is added language. Matter in ~~strikethrough~~ in the above is deleted.

- Section 2:** All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.
- Section 3:** The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.
- Section 4:** The WHEREAS clauses above are specifically incorporated herein by reference.
- Section 5:** The provisions of this Ordinance are severable, and if any provisions hereof are declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.
- Section 6:** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-52 An Ordinance of the City Council Amending Title I, Government Code, Chapter 150, Fraud Prevention and Detection Policy, Section 150.010, Adoption of Policy, Adopting a Revised Policy Entitled City of Republic’s Fraud Prevention and Detection Policy.

Submitted By: Meghin Cook, Finance Director

Date: 09/06/2022

Issue Statement

The City of Republic’s “Fraud Policy” has been updated as a better summarized version that provides precise and clear instructions. These changes allow for an investigation to occur with all parties needed to complete the investigation without the need to assign a “Fraud Investigator” as the current policy requires. This policy provides a process should an investigation occur, outlines staff responsibilities that encourage ethical activity, and provides a framework to catch and limit fraud. The changes to the document will be listed below. Not detailed below are minor spelling and formatting changes.

Discussion and/or Analysis

The following sections listed below were updated or removed with the intent to be more consistent and precise and eliminate the unnecessary wording and sections in order to provide a specific set of guidelines and simplify the overall process of investigation and allowing for delegation of multiple departments as needed.

IV. DEFINITIONS

- Fraud Investigator (removed) – to be streamline and allow multiple departments to be brought into the investigation process as needed instead of assigning an investigator each time.

VI. RESPONSIBILITIES

- Mayor and City Council Responsibilities
- Management Responsibilities
- Employee Responsibilities
- Fraud Investigator Responsibilities

VII. AUTHORITY AND INVESTIGATION

City of Republic - Business Ethics (removed)

Intent: The Business Ethics section didn’t seem to belong with the Fraud policy and would be better suited in the Anti-Bribery and Corruption Policy.



FRAUD RECOGNITION AND UNDERSTANDING FORM (updated)

Intent: Removed the Business Ethics section from the Fraud Policy and also removed the paragraph acknowledging the employee has read and understands the City of Republic Business Ethics policy due to no longer be included.

Refer to the redlined version to see more details outlined in regard to changes.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I, GOVERNMENT CODE, CHAPTER 150, FRAUD PREVENTION AND DETECTION POLICY, SECTION 150.010, ADOPTION OF POLICY, ADOPTING A REVISED POLICY ENTITLED CITY OF REPUBLIC’S FRAUD PREVENTION AND DETECTION POLICY

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City has recognized the need to continually review and revise the Municipal Code to enhance clarity, eliminate ambiguity, and meet the evolving demands and needs of the citizens, so long as they are in accord with the City’s mission, vision and values, and in the best interests of the City; and

WHEREAS, on January 26, 2015, in Resolution 15-R-04, the City Council adopted a policy entitled Fraud Prevention and Detection Policy (“Fraud Policy”), which is expressly incorporated by reference in Municipal Code Section 105.010; and

WHEREAS, the City has identified a need for revisions to the Fraud Policy to ensure clarity in the processes governing investigations of suspected fraudulent conduct, by, among other things, outlining the responsibilities of employees and procedural steps of an investigation, and to further encourage ethical conduct in the workplace and establish a framework to intercept and prevent fraud, and

WHEREAS, the Council finds that the updated Fraud Policy is in the best interest of the City, and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** The policy entitled “City of Republic’s Fraud Prevention and Detection Policy”, attached hereto as Attachment 1 and incorporated herein by reference, is hereby adopted.
- Section 2:** Title I, "Government Code," Chapter 150, "Fraud Prevention and Detection Policy," Section 150.010, “Adoption of Policy,” is hereby amended by the Sections below to read as follows:

150.010 Adoption Of Policy

The City Council hereby adopts the policy entitled the City of Republic’s ~~attached~~ Fraud Prevention and Detection Policy, on file in the City Clerk’s office and incorporated herein by reference. ~~is hereby adopted.~~

EXPLANATION(S) - Matter in underlined type in the above is added language. Matter in strikethrough in the above is deleted.

- Section 3:** All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 4: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 5: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 6: This Ordinance shall take effect and be in force from and after its passage as provided by law.


PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



FRAUD PREVENTION AND DETECTION POLICY

~~CITY OF REPUBLIC, MISSOURI~~ ~~FRAUD PREVENTION AND DETECTION POLICY~~

The purpose of this Fraud Prevention and Detection Policy ("Policy") ~~document~~ is to communicate municipal policy regarding the deterrence and investigation of suspected fraudulent conduct and dishonesty by employees and others, and to provide specific instructions regarding appropriate action in case of suspected violations.

I. INTRODUCTION

The City of Republic ~~(City)~~ is committed to protecting its revenue, property, information and other assets from any attempt, either by members of the public, contractors, vendors, agents or its own employees, to gain by ~~fraudulent conduct~~ Fraudulent Conduct, financial or other benefits at the expense of City taxpayers.

City officials and employees must, at all times, comply with all applicable laws and regulations. The City shall not condone the activities of officials or employees who achieve results through violation of the law or unethical business dealings. The City does not permit any activity that fails to stand the closest possible public scrutiny.

This ~~policy~~ Policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for the investigation of ~~fraudulent conduct~~ Fraudulent Conduct and other similar irregularities.

The impact of ~~fraudulent conduct~~ Fraudulent Conduct and dishonesty may include, but is not limited to:

- The actual financial loss incurred
- Damage to the reputation of the City and its employees
- Negative publicity
- The cost of investigation
- Loss of employees
- Loss of public confidence
- Damaged relationships with City contractors and suppliers
- Litigation
- Damages to employee morale

The goal of this ~~policy~~ Policy is to establish and maintain an environment of fairness, ethics and



FRAUD PREVENTION AND DETECTION POLICY

honesty for city employees, citizens, ~~city~~-vendors and anyone else with whom the City has a relationship. To maintain such an environment, requires the diligence of each city employee and manager while in the performance of their duties.

The City of Republic is committed to the deterrence, detection and correction of ~~fraudulent conduct~~Fraudulent Conduct, misconduct and dishonesty. The discovery, reporting and documentation of such acts provide a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal where appropriate, and the referral to appropriate law enforcement agencies, when warranted by the circumstances. ~~by facts and the recovery of assets.~~

II. APPLICABILITY

This ~~policy~~Policy applies to all elected officials, appointed committee/board members and employees of the City of Republic, as well as any individual or entity purporting to act on behalf of the City or doing business with the City.

III. PROHIBITION

All elected officials of the City, appointed committee/board members of the City, and employees of the City ~~of Republic~~, as well as any individual or entity purporting to act on behalf of the City or doing business with the City, are expressly prohibited from engaging in ~~fraudulent conduct~~Fraudulent Conduct in the scope or course of their employment, duties or business relations with the City.

IV. DEFINITIONS

Fraudulent conduct ("Fraudulent Conduct") is defined herein as the use of one's occupation or position for personal enrichment or the personal enrichment of others through the voluntary or deliberate misuse or misapplication of ~~the City's~~City resources or City assets, ~~or for the personal enrichment of others~~. There are three major categories of ~~fraudulent conduct~~Fraudulent Conduct:

1. **Asset misappropriations.** Theft or misuse of an organization's assets.
 - o Cash.
 - Fraudulent Disbursements. Perpetrator causes organization to disburse funds through some trick or device (e.g., submitting false invoices/time cards/sheets, expense reimbursement schemes, check tampering, etc.) ~~or prevents the timeliness of the disbursement of funds.~~



FRAUD PREVENTION AND DETECTION POLICY

- Embezzlement. Perpetrator appropriates monies fraudulently to one's own use, as money or property entrusted in one's care.
 - Skimming. Cash is stolen from an organization before it is recorded on the organization's books and records.
 - Cash Larceny. Cash is stolen from an organization after it has been recorded on the organization's books and records.
 - Inventory and all other assets.
 - Misuse. Improper use, misappropriation, misapplication, destruction, removal or concealment of an organization's inventory or assets for personal use (e.g., City vehicles, computers, supplies, etc.)
 - Larceny. Inventory or other assets are stolen from an organization.
2. **Corruption.** Wrongful use of influence in a business transaction in order to procure some benefit for themselves or another person, contrary to duty to one's employer or the rights of another.
- Conflict of Interest. An undisclosed economic or personal interest in a transaction that adversely affects the employer.
 - Bribery. The offering, giving, receiving or soliciting of anything of value to influence an official act or a business decision.
 - Illegal Gratuities. A party that benefits from an official act or a business decision in giving of a gift to a person who made the decision. An illegal gratuity does not require proof of intent to influence.
 - Economic Extortion. An employee demands that a vendor/contractor/etc. pay to influence an official act or a business decision.
3. **Fraudulent Statements.** Falsification of an organization's financial statements.

Other Similar Irregularities. Any activity involving questionable behavior or business dealings by members of the public, contractors, vendors, ~~agents~~agents, or city employees, that put city revenue, property, information and other assets at risk of waste or abuse.

~~**Fraud Investigator.** In this context, reference is to any person or persons assigned by the City Administrator and/or City Attorney in consultation with the City Council (whether a city employee or an individual or firm retained by the City on a contract basis) to investigate any fraud or similar activity.~~

4. POLICY ACKNOWLEDGEMENT



FRAUD PREVENTION AND DETECTION POLICY

All City Councilmembers appointed committee/board members and employees of the City of Republic shall be responsible for understanding and adhering to this ~~policy~~Policy. On an annual basis, these applicable individuals are required to review the current City of Republic Fraud Policy and acknowledge their understanding of it by signing the *Fraud Recognition and Understanding Form* found at the end of this document.

It is the responsibility of the City Council, City Administrator and/or City Attorney, managers/supervisors and chairpersons to ensure all applicable individuals have read and understand the *City of Republic Fraud Prevention and Detection Policy* and understand their responsibilities as related to the prevention, detection and reporting of suspected fraud, misconduct and dishonesty. Signing of the attached *Fraud Recognition and Understanding Form* signifies that this process has occurred.

5. RESPONSIBILITIES

The City Administrator and each City Council Member, manager/supervisor or employee has defined responsibilities and procedures to follow when there is knowledge or suspicion of an act committed in violation of this ~~policy~~Policy.

a. Mayor and City Council Responsibilities:

- i. If the Mayor or any Council ~~M~~member observes an incident of Fraudulent Conduct or has reason to suspect that such an incident ~~of fraudulent conduct~~ has occurred, he/she shall immediately ~~contact~~ notify the City Administrator.
- ii. The Mayor or City Council shall not attempt to investigate the suspected incident of ~~fraudulent conduct~~Fraudulent Conduct or discuss the matter with anyone other than the City Administrator, or their designee.
- iii. The alleged fraud, and any resulting or related investigation, ~~or audit investigation~~ shall not be discussed with the media by any person other than ~~through~~ the City Administrator, in consultation with and upon advice of the City Attorney, ~~and the Fraud Investigator~~.
- iv. If a fraud allegation involves the City Administrator, the Mayor and City Council shall collectively select ~~a Fraud Investigator for the purpose of investigating the allegation and reporting the results thereof. The City Council shall select~~ a professional services firm or individual, independent of the City, to ~~act as the Fraud Investigator~~ investigate the



FRAUD PREVENTION AND DETECTION POLICY

allegation and report the results and findings to. ~~In this situation, the Fraud Investigator shall inform~~ the City Council of pertinent investigative findings and results.

~~iv.~~

~~iv.~~ v. If a violation of this ~~policy~~ Policy is determined, the City Council will take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the City Attorney.

b. Management Responsibilities:

~~i.~~ Each manager/supervisor of the City is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance for the prevention and detection of ~~fraudulent conduct~~ Fraudulent Conduct and other similar irregularities.

~~i.~~ ~~Each manager/supervisor should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.~~

~~ii.~~ Management is responsible for being alert to and reporting ~~fraudulent or related dishonest activities~~ Fraudulent Conduct in their areas of responsibility.

i.

When an improper activity is detected or suspected, management should contact the Finance Director to assist in ~~determine~~ determination of whether an error or mistake has occurred or if there may be dishonest or fraudulent activity.

~~ii.~~ If Fraudulent Conduct is suspected, management shall notify the City Administrator, or their designee. shall be notified.

~~If any member of management determines a suspected activity may involve fraud or related dishonest activity, their immediate supervisor shall be informed. Department Directors/Managers/Heads shall contact the City Administrator.~~

iii. Upon receipt of any allegation of fraud, the City Administrator, or their designee, shall notify the City Council of such allegation. All efforts shall be exercised to ensure that the City Council is fully aware of the nature of the allegation presented while ensuring that the rights and identity of any City employee involved are duly protected.

~~iv.~~ ~~In notifying the City Council, the City Administrator shall exercise care to ensure that the City Council is fully aware of the nature of the~~



FRAUD PREVENTION AND DETECTION POLICY

- ~~allegation presented while ensuring that the rights and identity of any city employee involved are duly protected.~~
- ~~v. Based upon consultation with the City Council, the City Administrator shall select a Fraud Investigator for the purpose of investigating the allegation and reporting the results thereof.~~
- ~~vi. The selection of a Fraud Investigator shall be based upon careful consideration as to whether city staff has the necessary degree of independence and competence as well as sufficient time available to ascertain the validity of the allegation that has been brought forth. If these qualifications are not met by internal staff, the City Administrator in consultation with the City Council, shall select a professional services firm or individual to act as the Fraud Investigator.~~
- ~~vii.i. If any member of management determines a suspected activity may involve fraud or related dishonest activity, their immediate supervisor shall be informed. Department Heads shall contact the City Administrator.~~
- ~~viii. Management shall not attempt to conduct individual investigations, interviews or interrogations. However, management is responsible for taking appropriate corrective actions to ensure adequate controls exist to prevent reoccurrence of improper actions. Management shall support the City's responsibilities and cooperate fully with the Fraud Investigator, other involved departments and law enforcement agencies in the detection, reporting and investigation of criminal acts, including the prosecution of offenders.~~
- ~~ix. Management shall give full and unrestricted access to all necessary records and personnel as allowed by law. All city property is open to inspection at any time and there is no assumption of privacy.~~
- iv. The City Administrator shall notify all Department's should they need to be involved in any fraud investigation so an investigation can be started and documented thereafter.
1. Management shall give full and unrestricted access to all necessary records and personnel. All City property is open to inspection at any time and there is no assumption to privacy.
- ~~x.v. In dealing with suspected dishonest or fraudulent activities, great care must be exercised. Management should avoid the following:~~
- ~~1. Incorrect accusations.~~
 - ~~2. Alerting suspected individuals that an investigation is underway.~~
 - ~~3. Unfair treatment of employees.~~



FRAUD PREVENTION AND DETECTION POLICY

4. Making of statements that could lead to claims of false accusations or other offenses.

~~xi. In handling dishonest or fraudulent activities, management shall:~~

- ~~1. Make no contact (unless requested) with the suspected individual to determine the facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the misappropriation", etc.~~
- ~~2. Avoid discussion of the case, facts, suspicions or allegations with anyone outside the city government, unless specifically directed to do so by the City Attorney.~~
- ~~3. Avoid discussion of the case with anyone inside the city government other than employees who have a need to know such as the City Administrator, Fraud Investigator, City Attorney or law enforcement personnel.~~
- ~~4. Direct all inquiries from the suspected individual, or representative, to the City Administrator or City Attorney. All inquiries by an attorney of the suspected individual shall be directed to the City Attorney. All inquiries from the media shall be directed to the City Administrator.~~
- ~~5. Take appropriate corrective and disciplinary action, up to and including dismissal, after consulting with the City Attorney and/or if applicable, the labor relations representative, in conformance with the city's personnel policies.~~

c. Employee Responsibilities:

- ~~i. In the event an employee observes a~~ A suspected fraudulent incident or practice involving City personnel, property or other City business, that employee is required to ~~observed by, or made known to, an employee shall be reported promptly report the incident~~ to the employee's supervisor(s). ~~for reporting to the proper management official.~~
- i. When the employee believes the supervisor may be involved in the inappropriate activity, the employee shall make the report directly to the next higher level of management and/or the City Administrator.
- ii. The reporting employee shall refrain from further investigation of the incident, confrontation with the alleged violator or further discussion of the incident with anyone, unless specifically requested by the City Administrator, ~~Fraud Investigator,~~ City Attorney, Republic Police Department or other law enforcement personnel with jurisdiction.



FRAUD PREVENTION AND DETECTION POLICY

d. ~~Fraud Investigator Responsibilities:~~

- ~~i. Upon assignment by the City Administrator, the Fraud Investigator shall promptly investigate the fraud.~~
- ~~ii. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Fraud Investigator, in consultation with the City Attorney, shall contact the Republic Police Department or other appropriate law enforcement authorities.~~
- ~~iii. The Fraud Investigator shall be available and receptive to receiving relevant, confidential information to the extent allowed by law.~~
- ~~iv. If evidence is uncovered showing possible dishonest or fraudulent activities, the Fraud Investigator shall proceed as follows:

 - ~~1. Discuss the findings with management and the department manager, if appropriate.~~
 - ~~2. Advise management, if the case involves staff members, to meet with the City Administrator (or designated representative) to determine if, and the extent of, disciplinary actions to be taken.~~
 - ~~3. Report to the city's external auditor of such activities in order to assess the effect of the illegal activity on the city's financial statements.~~
 - ~~4. Determine proper notifications to insurers and filing of insurance claims.~~
 - ~~5. Take immediate action, in consultation with the City Attorney, to prevent the theft, alteration or destruction of evidentiary records. Such action shall include, but not be limited to:

 - ~~-Removal of records to a place in a secure location or limit access to the location where the records currently exist.~~
 - ~~-Prevent the individual suspected of committing the fraud from having access to the records.~~~~
 - ~~6. In consultation with the City Attorney and the Republic Police Department, the Fraud Investigator may disclose particulars of the investigation with potential witnesses if such disclosure would further the investigation.~~
 - ~~7. If the Fraud Investigator is contacted by the media regarding an alleged fraud or audit investigation, the Fraud Investigator shall consult with the City Administrator and the City Attorney, as appropriate, before responding to a media request for information or interview.~~
 - ~~8. At the conclusion of the investigation, the Fraud Investigator~~~~



FRAUD PREVENTION AND DETECTION POLICY

~~shall document the results in a confidential memorandum report to the City Administrator and City Attorney. If the report concludes that the allegations are founded, the report shall be forwarded to the Republic Police Department and City Council.~~

- ~~9. Unless exceptional circumstances exist, a person under investigation for fraud is to be given notice in writing of essential particulars of the allegations following the conclusion of the audit. Where notice is given, the person against whom allegations are being made may submit a written explanation to the Fraud Investigator no later than seven (7) calendar days after notice is received.~~
- ~~10. The Fraud Investigator shall be required to make recommendations to the appropriate department for assistance in the prevention of future similar occurrences.~~
- ~~11. Upon completion of the investigation, including all legal and personnel actions, all records, documents and other evidentiary material obtained from the department under investigation shall be returned by the Fraud Investigator to the respective department(s).~~

6. AUTHORITY AND INVESTIGATION

It is the City's intent to fully investigate any suspected acts of fraud, misappropriation, or other similar irregularity. An objective and impartial investigation shall be conducted regardless of the position, title, length of service or relationship with the City of any party who might be or becomes involved in or becomes/is the subject of such investigation.

- ~~a. The Fraud Investigator has the primary responsibility for the investigation of all activity as defined in this policy.~~
- ~~b. Throughout the investigation, the Fraud Investigator shall inform the City Administrator of pertinent investigative findings.~~
- ~~c. Upon conclusion of the investigation, the results shall be reported to the City Administrator.~~
- ~~d. The City Administrator, following review of investigation results, shall take appropriate action regarding employee misconduct. Disciplinary action may include termination and referral of the case for possible prosecution.~~
- ~~e. The City shall pursue every reasonable effort, including court order restitution, to obtain recovery of city losses from the offender or other appropriate sources.~~
- a. The City Administrator, or their designee, will investigate situations involving possible fraud or related dishonesty activity.
- b. The City of Republic Finance Department and/or the City of Republic Police Department will assist the City Administrator in this task, if deemed necessary.



FRAUD PREVENTION AND DETECTION POLICY

- c. In the event of an investigation being deemed necessary required, the evidence obtained through the investigation will be displayed closed as follows.
 - i. The City Administrator, or their designee, will discuss the finding(s) with the City Council and appropriate Department Director(s).
 - ii. The City Administrator, or their designee, will advise direct the applicable Department Director(s) who oversee the employee(s) subject to the investigation, if the case involves their staff, to meet with Human Resources, for the purpose of determining whether if disciplinary actions or criminal prosecution should be taken.
 - iii. If illegal activity appears to have occurred, the evidence will be provided to the City of Republic Police Department, City Attorney, and City Prosecutor for review.

7. WHISTLE-BLOWER PROTECTION

Employees who observe and in good faith report a violation of ~~the city's fraud~~ this P policy shall be granted the protections contained herein. However, such protection shall not be afforded to employees on a retroactive basis to those employees who are the subject of pending disciplinary action. When informed of a suspected impropriety, neither the City nor any person acting on behalf of the City shall:

- Dismiss or threaten to dismiss the reporting employee;
- Discipline, suspend or threaten to discipline or suspend the reporting employee;
- Impose any penalty upon the reporting employee; or
- Intimidate or coerce the reporting employee.

Violation of this section shall result in discipline up to and including dismissal in accordance with applicable federal, state and local administrative laws.

8. DISCIPLINE

Violations of this ~~policy~~ Policy by an employee will be handled in accordance with the city's Personnel Policy Manual. All other persons or entities that are found to have violated this P policy will be either removed from the applicable board or committee or subject to suspension by the City from future business transactions for a specified period of time.

9. EXCEPTIONS

There shall be no exceptions to this policy unless provided and approved by the City Council.



FRAUD PREVENTION AND DETECTION POLICY

*Passed and Approved by City Council via Resolution 15-R-04 on January 26, 2015.



FRAUD PREVENTION AND DETECTION POLICY

CITY OF REPUBLIC, MISSOURI
FRAUD RECOGNITION AND UNDERSTANDING FORM

~~My signature signifies that I have read the City of Republic Fraud Prevention and Detection Policy and that I understand my responsibilities related to the prevention, detection and reporting of suspected fraud, misconduct, dishonesty and other similar irregularities.~~

~~I also acknowledge that I have read and understand the City of Republic Business Ethics Policy. Failure to disclose a relationship with a city vendor, as outlined in the Business Ethics Policy, that is used by my department or by a department that I am in a position to influence may subject me to disciplinary action in accordance with the city Personnel Policy Manual. Attached is a separate listing of city used vendors with which I have a relationship identified as constituting a conflict of interest.~~

Print Name:

Signature:

_____ **Date:** _____

Manager/Supervisor/Chairperson:

_____ **Date:** _____

My signature signifies that I have read the City of Republic Fraud Prevention and Detection Policy and that I understand my responsibilities related to the prevention, detection and reporting of suspected fraud, misconduct, dishonesty, and other similar irregularities.

Printed Employee Name:

_____ Employee Signature: _____ Date: _____

_____ Manager/Supervisor Signature: _____ Date: _____



FRAUD PREVENTION AND DETECTION POLICY

CITY OF REPUBLIC, MISSOURI BUSINESS ETHICS

~~Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The City recognizes and respects the individual employee's right to engage in activities outside of his or her employment which is private in nature and do not in any way conflict with or reflect poorly on the City.~~

~~Management reserves the right, however, to determine when an employee's activities represent a conflict with the city's interests and to take whatever action is necessary to resolve the situation — including termination of the employee.~~

~~It is impossible in a general policy statement to define all the various circumstances and relationships that would be considered "unethical." Following is a non-exclusive list of activities that would reflect in a negative way on the employee's personal integrity or that would limit the employee's ability to discharge job duties and responsibilities in an ethical manner.~~

- ~~1. Carrying on city business with a firm in which the employee, or a close relative of the employee, has substantial ownership or interest.~~
- ~~2. Holding a substantial interest in, or participating in, the management of a firm, from which the City makes purchases.~~
- ~~3. Borrowing money from customers or firms, other than recognized loan institutions, from which the City buys services, materials, equipment or supplies.~~
- ~~4. Accepting substantial gifts or excessive entertainment from an outside organization or agency.~~
- ~~5. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the City.~~
- ~~6. Misusing privileged information or revealing confidential data to outsiders.~~
- ~~7. Using one's position in the City or knowledge of its affairs for outside personal gain.~~

~~Employment with the City carries a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the City.~~



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-53 An Ordinance of the City Council Amending Title I, Government Code, Chapter 110, Administration Policies, Article II, Purchasing and Surplus Property Disposal, Section 110.020.01 Purchasing Policy and Procedures, and Adopting a Revised Policy Entitled City Of Republic’s Purchasing & Disposal Policy.

Submitted By: Meghin Cook, Finance Director

Date: 09/06/2022

Issue Statement

The City of Republic’s “Purchasing & Disposal Policy” has been updated with more relevant policy changes that are aligned with state statute, encourage ethical purchases, and provide framework to catch and limit fraud. The changes to the document are listed below.

Discussion and/or Analysis

The following sections listed below were updated, added, or removed with the intent to clarify the policies that are put in place, be more consistent and precise throughout the document. The updated policy also includes the changes on lease agreements to follow upcoming GASB provisions and changes in our emergency provision section.

The following sections have been updated:

Purchasing Approval Limitations, Section B. Small Expenditure Limitation

- **Intent:** We have updated this section to reflect current requisition process. We have gone away from paper requisitions to entry directly into our financial software system.

Purchasing Approval Limitations, Section D. Large Expenditure Limitation

- **Intent:** We updated the first sentence to be consistent with the verbiage from the other sections within the Purchasing Approval Limitations. We removed the “or \$70,000.00 for construction projects” in the second paragraph as this does not belong in this section and is already included under section E, Formal Bid Limitation.

Leases/Rental Items

- **Intent:** We have updated lease terms to align with GASB 87 provisions. For accounting purposes, both long-term and short-term leases were defined. Procedures for short-term leases were updated to align with the approval matrix for better consistency and clarity to ensure better overall due diligence.

Purchasing Approval Limitations, Section F. Exception to Bidding Requirements (NEW)

- **Intent:** This is a new section to list out specific exceptions to keep in mind through purchasing process and includes a specific expiration after one year of adoption.

Emergency Expenditures

- **Intent:** To provide the City Administrator authorization to approve an emergency expenditure in a timely manner as required and outlined above. This still provides accountability since all emergency expenditures will be announced to Council and documentation will be submitted to the Finance Department for annual auditing documentation purposes.

Grant Funding

- **Intent:** To list out the duties and remove repeated verbiage for a more concise section.

Petty Cash

- **Intent:** To provide a concise set of rules and responsibilities to our petty cash system within the City. Previously there was no such doctrine to provide information on the ins and outs of the petty cash system. The new section gives some general direction and gives the Finance Director a policy to reference in regard to internal control procedures.

Purchase Card Program

- **Intent:** To provide a concise set of rules and responsibilities to our purchasing card program within the City. Previously there was no official outline of cardholder responsibilities that can be referenced as needed. It is necessary to instill provisions on cardholders so there is an end-result shall internal controls not be met. In addition, the “required documentation and training” that are needed will be implemented to all new purchase cardholders to ensure they are aware of the correct procedures of the program and proper internal controls are met ongoing.

Refer to the redlined version to see more details outlined in regards to changes.

Recommended Action

Staff recommends approval.

AN ORDINANCE OF THE CITY COUNCIL AMENDING TITLE I, GOVERNMENT CODE, CHAPTER 110, ADMINISTRATION POLICIES, ARTICLE II, PURCHASING AND SURPLUS PROPERTY DISPOSAL, SECTION 110.020.01 PURCHASING POLICY AND PROCEDURES, AND ADOPTING A REVISED POLICY ENTITLED CITY OF REPUBLIC’S PURCHASING & DISPOSAL POLICY

WHEREAS, the City of Republic, Missouri, (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City has recognized the need to continually review and revise the Municipal Code to enhance clarity, eliminate ambiguity, and meet the evolving demands and needs of the citizens, so long as they are in accord with the City’s mission, vision and values, and in the best interests of the City; and

WHEREAS, on April 6, 2021, in Ordinance 21-18, the City Council adopted a policy entitled City of Republic’s Purchasing Policy and Procedures (“Purchasing Policy”); and

WHEREAS, the City has identified a need for revisions to the Purchasing Policy in order to align with the City’s ongoing growth rate by, among other things, improving efficiency, encouraging ethical purchasing practices and establishing a framework to intercept and prevent fraud; and

WHEREAS, the Council finds this updated Purchasing Policy, to be entitled “City of Republic’s Purchasing & Disposal Policy,” is in the best interests of the City and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: The policy entitled “City of Republic’s Purchasing & Disposal Policy”, attached hereto as Attachment 1 and incorporated herein by reference, is hereby adopted.

Section 2: Title I, "Government Code," Chapter 110, "Administrative Policies," Article II, "Purchasing and Surplus Property Disposal," is hereby amended by the Sections below to read as follows:

110.020.01 Purchasing Policy And Procedures

The City Council hereby adopts the policy entitled the City of Republic's Purchasing ~~Policy and Procedures~~ & Disposal Policy, on file in the City Clerk’s office and incorporated herein by reference.

EXPLANATION(S) - Matter in underlined type in the above is added language.
Matter in strikethrough in the above is deleted.

Section 3: All other Sections of the Municipal Code of the City of Republic, Missouri, not specifically referenced in this Ordinance shall remain unmodified and in full force and effect.

Section 4: The City Administrator or his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Ordinance.

Section 5: The WHEREAS clauses above are specifically incorporated herein by reference.

Section 6: This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:

Purchasing Policy

City of Republic's Purchasing Policy and Procedures

Introduction

The City of Republic is a public agency that is required to establish and follow formal procurement rules established in the City Charter and City Ordinances and approved by the City Council. The primary purpose of this procurement policy ("Policy") is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to attain best value, cost, and quality. Department Directors are entrusted with the responsibility of implementing and enforcing this Policy within their departments. Training is offered to all users of this Policy. It is the intent of this Policy to clarify and outline the purchasing procedures for routine expenditures to comply with the requirements as set forth in the City's Charter, City Ordinances, and applicable state law.

Purchasing Agent

The City Administrator shall serve as the purchasing agent and shall supervise the purchasing of the City and shall see that the purchasing is done in accordance with the purchasing rules and procedures now in effect or later approved by the City Council.

The Purchasing Department functions are carried out by the Finance Department.

Department Directors' Responsibilities and Budgetary Requirements

All Department Directors are required to adhere to the provisions of the procedures outlined in this Policy. Failure to meet the requirement will result in additional oversight requirements whereby purchase approval authority will be revoked and disciplinary action may be taken, as follows:

1. Upon a first offense, the Department Director's purchase approval authority will be revoked for all purchases in excess of \$500.00 for a minimum of three (3) months, during which time the Finance Director's approval of such purchases shall be required..
2. Upon a second offense, the Department Director's purchase approval authority will be revoked for up to one (1) year, during which time the Finance Director's approval of such purchases shall be required, but only after a purchase requisition and three (3) written quotes have been obtained and provided to the Finance Director.
3. Upon a third offense, the Department Director's purchase approval authority will be revoked indefinitely pending a formal review and re-consideration of the Department Director's ability to perform in his/her capacity, and the Department Director shall be subject to further disciplinary action as determined appropriate and necessary.

Purchasing Approval Limitations

A. Micro Expenditure Limitation.

Purchases less than or equal to \$-5,000.00:

The purchase of routine, day-to-day supplies and operational needs, the expenditure for which is less than or equal to \$5,000.00, including freight, may be made through prudent and practical selectivity of the best price source. These purchases will require supervisor or Department Director sign-off and approval. A purchase requisition is not required.

B. Small Expenditure Limitation.

Purchases in excess of \$5,000.00, but less than or equal to \$10,000.00:

All purchases by the City, for supplies, services, apparatus, materials, equipment, or other things for public purpose, wherein the expenditure is in excess of \$5,000.00, but less than or equal to \$10,000.00, including freight, must have approval from the Department Director or designee, but only after the completion of a purchase requisition and three written or verbal quotes.

Quotes must be attached and the recommended vendor, account numbers, and other requested information must be ~~written on~~provided for the purchase requisition. ~~form.~~

C. Intermediate Expenditure Limitation.

Purchases in excess of \$10,000.00, but less than or equal to \$30,000.00:

All purchases by the City for supplies, services, apparatus, materials, equipment, or other things for public purpose, wherein the expenditure is in excess of \$10,000.00, but less than or equal to \$30,000.00, including freight, must be approved by the Finance Director (or ~~Finance Director~~their designee), or alternatively, by a minimum of three Department Directors, but only after completion of a purchase requisition and three (3) written quotes. Quotes must be attached with the completed purchase requisition ~~form~~ before approval will be considered.

A 24-hour notice, not including weekends or holidays, is required for review purposes, unless an emergency is declared and approved by the City Administrator.

D. Large Expenditure Limitation.

Purchases ~~of any item~~ in excess of \$30,000.00, but less than or equal to \$50,000.00:

All purchases by the City for supplies, services, apparatus, materials, equipment, or other things for public purpose, wherein the expenditure is in excess of \$30,000.00, but less than or equal to \$50,000.00, including freight, ~~or \$70,000.00 for construction projects,~~ must be

approved by both the City Administrator (or ~~City Administrator~~ their designee) and the Finance Director (or ~~Finance Director~~ their designee), but only after completion of a purchase requisition and three written quotes. Written quotes must be attached with the completed purchase requisition ~~form~~ before approval will be considered.

A 24-hour notice, not including weekends or holidays, is required for review purposes, unless an emergency is declared and approved by the City Administrator.

E. Formal Bid Limitation.

All purchases by the City for infrastructure construction projects wherein the expenditure is in excess of \$70,000, and all purchases by the City for any other public purpose in excess of \$50,000.00:

For all purchases in excess of \$50,000.00, and all purchases for infrastructure construction projects in excess of \$70,000.00, formal competitive bidding is required, followed by City Council approval of the purchase.

A 24-hour notice, not including weekends or holidays, is required for review purposes, unless an emergency is declared and approved by the City Administrator.

Purchasing Procedures and Approval Matrix

Purchase Threshold	Purchasing Procedure	Purchasing Approval
\$5,000.00 or under	*Purchase lowest priced item that meets specifications. *Invoice/Receipt documentation submitted with invoice.	* Department Director Approval
\$5,000.01 - \$10,000.00	*Purchase lowest priced item that meets specifications. *Invoice/Receipt documentation *Three (3) written, verbal, facsimile, or electronic quotes.	*Purchase Requisition *Department Director Approval
	*Three (3) written quotes, verbal quotes	*Purchase Requisition *Three (3) quotes *Department Director Approval

<p>\$10,000.01 - \$30,000.00</p>	<p>facsimile, or electronic quotes. *Purchase lowest and best priced item that meets specifications. *Invoice/Receipt documentation of purchase.</p>	<p>*Finance Director Approval *Or three (3) Department Directors Approval</p>
<p>\$30,000.01 - \$50,000.00</p>	<p>*Three (3) written quotes. *Purchase lowest and best priced item that meets specifications.</p>	<p>*Purchase Requisition *Three written (3) quotes *Finance Director Approval *City Administrator or City Administrator <u>their D</u>esignee Approval *City Administrator and Finance Director need to be notified for unbudgeted purchases over \$10,000.00. *Unbudgeted purchases over \$20,000.00 must be included in City Administrator’s report to City Council</p>
<p>Over \$50,000.00 <u>or</u> Over \$70,000.00 for infrastructure construction projects</p>	<p>*Sealed ITBs, RFPs or RFQs. *See Formal Bidding Methods.</p>	<p>*Purchase Requisition *City Administrator or City Administrator <u>their D</u>esignee Approval *City Council Approval (of contract) *City Council Approval of Budget or Budget Amendment *City Administrator Signature on Contract</p>
<p>Exceptions to Competitive Bidding Methods: Refer to “Exceptions to Competitive Bidding Methods” Section, below.</p>		

Non-Budgeted Items

A. Purchases of any non-budgeted items less than or equal to \$10,000.00:

Support for any non-budgeted expenditures less than or equal to \$10,000.00 must be forwarded to the Department Director and Finance Director for notification purposes only. Non-budgeted items include all items not specifically identified during the budget process. Pursuant to Republic Municipal Code Section 135.050, no expenditure shall be made which would result in the expenditure for that fund to go above the amount authorized by Council in the budget unless the requirements of Section 135.050 are met.

B. Purchases of any non-budgeted items in excess of \$10,000.00 but less than or equal to \$20,000.00:

Support for any non-budgeted expenditures in excess of \$10,000.00 must be forwarded to the City Administrator (or ~~City Administrator~~their designee) and the Finance Director for notification purposes only. Non-budgeted items include all items not specifically identified during the budget process. Pursuant to Republic Municipal Code Section 135.050, no expenditure shall be made which would result in the expenditure for that fund to go above the amount authorized by Council in the budget unless the requirements of Section 135.050 are met.

C. Purchase of any non-budgeted items in excess of \$20,000.00:

Support for any ~~Any~~ non-budgeted expenditure in excess of \$20,000.00 requires signature of the City Administrator (or ~~City Administrator~~their Ddesignee) and shall be specifically listed in the City Administrator's written report presented at the next regular meeting of the City Council. Pursuant to Republic Municipal Code Section 135.050, no expenditure shall be made which would result in the expenditure for that fund to go above the amount authorized by Council in the budget unless the requirements of Section 135.050 are met.

Bidding Methods

Informal Bidding Methods

A. Verbal Bids

A minimum of three verbal bids shall be received for all purchases that allow verbal bids. The Finance Director shall utilize a "verbal bid" tracking form. Formal bids shall not be required. Local qualified vendors will be given priority as outlined in the Buy Local section of this Policy. The procurement of several items of the same type at substantially the same time is a single purchase for the purpose of this section and the total cost of all such items will determine whether a formal competitive bidding procedure must be followed.

B. Written Bids

A minimum of three written bids shall be received for all purchases that allow written bids. The procurement of several items of the same type at substantially the same time is a single purchase for the purpose of this section and the total cost of all such items will determine whether a formal competitive bidding procedure must be followed. Email, facsimile, and letters all qualify as written bids.

C. Invitation to Bid (ITB)

Informal – \$50,000.00 and under – no public opening; written bids must be solicited if using an ITB.

Formal/Competitive Bidding Methods

A. Competitive Bids

Contracts will be made only after ample competition. The City Administrator may reject

any and all such bids or waive non-prejudicial irregularities.

B. Formal Solicitation Types Used by the City.

Contracts made for purchases of goods, services, or other items exceeding \$50,000.00, or \$70,000.00 for infrastructure construction projects, shall be made only after the notification to the public that bids will be received, opened, and read in public at a particular time, place, and date which provides potential vendors adequate time to submit bids.

The City will primarily utilize the City of Republic website for notification to the public. A central bidders list will be maintained for vendor notifications. Electronic bid submissions are allowed through an e-bidding system. The City may, in addition to the above, advertisement in any newspaper of general circulation in an area of resource which will supply the need, and/or by advertisement in any locally published newspaper. All formal bidding shall set a date, time, and place for the bid opening and such bid opening shall not occur sooner than fifteen (15) calendar days after the solicitation is published.

C. Invitation to Bid (ITB)

- Formal – Over \$50,000.00 – public bid opening required.
- Unit price prevails in the event of pricing discrepancy.
- The bid documents and specifications are definite and specific. Awards will be made to the bidder offering the lowest cost who is the most responsive to the requirements of the bid documents, without material exception, and who is responsible and capable of providing the item(s) to be purchased.
- Evaluation and award are limited to cost, determination of compliance with the specifications and conditions specified in the bid documents, and the responsibility of the bidder.

Negotiations are not permitted. This method does not permit comparison of the relative specifications of competing bidders but only comparison to the specifications contained in the bid documents.

D. Request for Proposals (RFP)

- No public opening – to preserve confidentiality until award or notice of intent to award is made.
- Negotiations are permitted. This method permits negotiations and discussions with competing vendors after proposals are opened; therefore, no information taken from proposals received shall be disclosed to any competing vendor until after a contract is executed or all proposals are rejected and as required by the Sunshine Law.
- This method can be used whenever detailed specifications cannot be determined, whenever

several methods may satisfy the City's requirements, or whenever the nature of the requirements is such that subjective evaluation of criteria other than cost is necessary. This method can be utilized when definite specifications cannot be determined in advance, when a scope of work is required which makes comparison of competing proposals relative to each other appropriate

- The purpose is to award to the supplier able to provide the best value to the City, not necessarily lowest price, using numerical scoring.
- An evaluation team, ideally comprised of three to five members, evaluates using criteria disclosed in the RFP.
- Subjective criteria may be used in the evaluation of competing proposals. The relative value of the evaluation criteria shall be established in the Request for Proposal documents published by the City.

E. Request for Information (RFI)

- A Request for Information (RFI) may be used to request information on potential vendor(s) or service provider(s) to:
 - o Determine what products and services are available
 - o Learn about the capabilities of the vendors/providers in terms of availability, offerings and strengths of the company
- Best used for the purpose of obtaining information necessary to prepare a Request for Proposal (RFP) or Request for Qualifications (RFQ), or for developing strategy and/or building a database.
- Additional or other specific procedures to be followed when using an RFI shall be set forth by the Finance Director.

F. Request for Qualifications (RFQ)

- This method is a qualifications-based selection process. It is NOT a bid.
- It is a request for firms/contractors to submit their qualifications in order to be considered for a project.
- The most qualified firm/contractor will be selected and the fee will then be negotiated.
- If agreeable terms cannot be negotiated, the City then has the option to move to the second or third choice.
- Pursuant to the requirements of RSMo. Chapter 8 governing political subdivisions, this procurement method must be used for Professional Architectural, Engineering, and Land Surveying Services, as defined in § 8.285, RSMo., that are for construction management,

feasibility studies, preliminary studies, preliminary engineering design, architectural, engineering, surveying, mapping or related services.

Non-Responsive or Unacceptable Bids.

The City shall reject any bid or proposal which is materially non-responsive to the requirements outlined in the bid documents. The City may re-solicit bids or proposals if the bids received from a solicitation for bids or proposals are not acceptable for any reason. Such re-solicitation will not be to direct the award to a particular bidder. The City is not required to accept the low bid of any bidder that is not responsive and reserves the right to reject any bid for any reason.

Buy Local.

It is the policy and intent of the City in awarding of contracts and the purchase of goods and materials to encourage doing business with suppliers located within the City of Republic, Greene County, or Christian County. The cost difference between the lowest bidder and the local bidder should be no greater than three (3) percent.

Buy Local is prohibited on Federal Grants. The City shall follow Federal Grant guidance for procurement under a grant award.

Parcel or Split Purchase.

It is expressly forbidden to parcel or split purchases with intent of circumventing the more competitive bidding requirement. Doing so will result in disciplinary action and limited sign-off privileges for up to 1 year during which time quotes will be required for all purchases in excess of \$500.00 and Finance Director approval will be required.

This does not prohibit the City from bidding out projects individually. Since the scope of these projects may not be known at the time that other bids are prepared, the City can bid on a project basis, but will not purposely split a bid to circumvent the formal bid requirement. Bulk bids for construction materials will be utilized whenever feasible.

Bid Process Exceptions

Sole Source

In situations when there is a sole source of supply as determined by the City Administrator, (or ~~City Administrator~~ their designee), the City Administrator shall by writing certify such conditions as effect such “sole source” supply, and competitive bidding requirements may be waived or modified by further resolution of the City Council.

Emergency Expenditures

~~Upon a failure of existing facilities, the immediate repair or replacement of which must be~~

~~accomplished to avoid threat to the health, peace or safety of citizens of the City, the City Administrator with the consent of the Mayor and or Mayor Pro Tem is authorized and responsible to effect emergency repairs by the most expeditious available means. Such instances will be exempt from the competitive bid process. The City Administrator will submit a full written report of such emergency procedures to the City Council and certify the need for effecting such procedure, justifying both method and cost in effecting emergency repair, at the next regular meeting of the Council. This procedure may be used for emergency situations described herein even if an emergency is not declared pursuant to Chapter 230, Article II of The Municipal Code.~~

An emergency is defined as an unexpected situation of a serious nature that demands immediate action affecting public health, loss of service, a threat to the community, or a risk of substantial financial loss to the City unless the required supplies, materials, equipment, or services are obtained in the most expeditious means possible. This includes purchases for construction projects due to demand and supply that may directly impact project completion and timelines.

The City Administrator is authorized and responsible to effect emergency repairs and purchases by the most expeditious available means. The City Administrator may utilize an emergency expenditure described herein even if an emergency is not declared pursuant to Chapter 230, Article II of The Municipal Code. The City Administrator may approve an emergency purchase not to exceed One-hundred thousand dollars (\$100,000.00). A Department Director may be authorized to make an emergency purchase not to exceed One- hundred thousand dollars (\$100,000.00) with the approval of the City Administrator.

The Finance Director shall be notified, and all proper documentation will need to be submitted to the Finance Department in a timely manner prior to the purchase. The respective department will work with the City Administrator to submit a full report at the next available City Council meeting and certify the need for the emergency expenditure in such an event the City Administrator will give the Mayor notice of such purchase.

An authorized emergency expenditure is exempt from any bidding process. For the use of an emergency expenditure, all verbal communication between departments and vendors will be followed up with required written documentation.

Additionally, emergency expenditures can be used in times of local emergency. If a local emergency is declared, please refer to additional guidance outlined in Title II Chapter 230.

Change Orders

Change orders that do not exceed fifteen percent (15%) of the approved project amount and are within the spending authority of the City Administrator shall not require City Council's approval. However, all change orders over and above the formal bid limitation shall be reported in the City Administrator's written report presented at the next regular meeting of the City Council. The estimated total cost of unit-price contracts may be exceeded without prior Council approval unless the scope of the work, or the price per unit, is increased. By written report presented at the next regular meeting of the City Council, the City Administrator shall report the amount by which any

unit-price contract has exceeded the bid estimate.

Exceptions to Competitive Bidding Methods

In the following cases, competitive bidding is not required:

1. Professional Services: On purchases for Professional Services as defined in § 8.285, RSMo., totaling an expenditure of \$50,000.00 or less, a prequalification RFP may be used. For professional services purchases totaling an expenditure of over \$50,000.00, an RFP or RFQ is required.
2. Insurance provided or procured under Section 537.620, RSMo., which is expressly exempt from competitive bidding by statute.
3. Purchases made cooperatively with other units of government.
4. Personal services contracts involving the services of individuals possessing a high degree of professional skill (sole source in nature).
5. Purchases from federal, state, or other local governmental units.
6. Contracts for printing or engraving of bonds or other evidence of indebtedness.
7. Fuel purchases.
8. Items or services for data processing when the item or service is designed to be used in connection with an existing data processing system and the City Administrator or ~~City Administrator~~their designee has determined that it is reasonable to require that all such items or services to be used with the existing data processing system shall be compatible in order to fix for the continuing operations and maintenance of the system.
9. Items purchased through the State of Missouri at a price deemed below that obtainable from private dealers pursuant to the procedures authorized by state-local Technical Services Act Sections 67.330 through 67.390 RSMo. And pursuant to the rules and regulations governing cooperative procurement established by the State.
10. Recurring payments such as utilities, postage, telephone, travel, mileage, principal and interest on debt, rents, payroll taxes, pension contributions, judgments and claims, and professional membership affiliation dues.

11. Sole source items as determined by the City Administrator or ~~City Administrator~~ their Designee.

12. Items procured utilizing funds donated or granted to the City if the terms of the grant or donation agreement require the City to purchase a specific item from a specific source.

~~Short term rentals and leases do not need competitive quotes. If rental needs extend past 3 months, it should be evaluated to see if a purchase would be better utilized. If a long term rental is needed, then a purchase requisition process would be followed. Short term is defined as 3 months. Quotes would be utilized instead of competitive bidding.~~

13. Market Fluctuation During or Immediately Following Competitive Bidding:

- When the City has already undergone the competitive bidding process and received written or verbal quotes, the bid price, unit price or total not-to-exceed (NTE) price may be adjusted by 25% in either direction at the time of purchase approval without undergoing an additional competitive bidding process if such an adjustment is needed due to cost fluctuation, market volatility, or supply chain issues; provided, the following conditions are met: the adjustment is made with approval of the City Administrator (or their designee), and adequate funds are budgeted to account for the adjustment.
- This exception does not exempt the purchase from adherence to the purchase approval limitations specified above.
- This exception shall expire one (1) year from the date of approval by the City Council.

14. Leases:

- a. Short-Term Lease: A lease with a term of twelve (12) months or less shall be considered a “Short-Term Lease” under this Policy. To determine the total purchase price of a Short-Term Lease, the monthly cost shall be multiplied by the number of months in the lease. The respective amount must then be applied to the approval matrix herein for determining applicable procedure under this Policy.
- b. Long-Term Lease: A lease with a term exceeding twelve (12) months shall be considered a “Long-Term Lease” under this Policy. All Long-Term Leases should be evaluated on a case-by-case basis to determine whether a purchase would be better utilized under the circumstances. For Long-Term Leases, formal bidding must be utilized.

Reporting/Audit Requirements for Leases/Rentals:

With respect to activity and annual financial reporting, both Short-Term Leases and Long-Term Leases shall be evaluated to the following thresholds in regards to auditing requirements. Thresholds shall be set at \$50,000.00 per year on any lease city-wide or \$75,000.00 on any lease in the Public Works Department.

Payment and Accounting

Approval of Payment

The Finance Director may approve or disapprove any bills, debts, or liabilities asserted as claims against the City for payment out of any funds appropriated for that purpose when funds on hand are adequate to pay such bills, debts or liabilities.

Funds will be deemed appropriated as follows.

1. When the expenditure is specified in a budget currently approved by the City Council or is other specifically approved by vote of the City Council; or
2. For emergency expenditures less than twenty thousand dollars (\$20,000.00), when the payment is stated in the written City Administrator report, provided that the budget shall be amended to reflect the expense, and will remain a balance budget.

Documentation

Approved purchase requests and written quotes (if applicable) are to be attached with the related invoice when turned in for payment. If multiple invoices are subject to the same purchase request, a copy of the purchase request is to be attached with each additional invoice.

Records

All paperwork associated with a fulfilled transaction is filed and stored with Accounts Payable. All previous year records are maintained and stored in the vault as required by law until appropriate retention schedule has been met.

Grant Funding

The Department Director shall review the requirements contained in the grant to make sure all the appropriate federal, state, and local requirements can be met by the City in the application and administration of the grant. Since some grant opportunities contain provisions that are not contained in this Policy, the City Administrator shall have the authority to supplement this Policy to comply with the grant requirements. Any such supplement by the City Administrator shall be in writing.

The City shall have an official Grant Coordinator and Grant Administrator as designated in writing by the Finance Director.

The duties of the Grant Coordinator shall include, but are not limited to:

1. eCollection of all grant documentation in a central location.
2. Verify the required grant paperwork is in order.

3. Route grant payment requests before payment to ensure compliance with the grant requirements.

4. Maintain the official electronic files for each grant and copies of payment records.

The duties of the Grant Administrator shall include, but are not limited to:

1. ~~;~~ DDeveloping a grant compliance program.

2. Review any final grant paperwork to ensure compliance with granting requirements before submission.

3. Work with grantees in the case of audit or documentation requests.

4. Work with fulfilling audit requirements for grant administration.

5. Set guidance and policies for the City's grant management.

Prior to applying for a grant, the Grant Administrator will review all grant submissions. The Grant Administrator has the authority to submit grants on behalf of the City.

Grant Contractual Agreements – grant applications that require a contract agreement (IGA, MOU) with the City of Republic will be brought to Council for approval. If a grant creates liability to the City over the formal bid limitation, it needs to go to Council for approval.

Disposal of Property other than Real Property

A. Negligible or no value

Upon determination that surplus City supplies, materials, or equipment have negligible or no value, the City Administrator is authorized and directed to dispose thereof through recommended industry practice, in compliance with disposal requirements.

B. Value under \$10,000.00

The procedure for disposal of surplus, worn-out, or obsolete property with a value under \$10,000.00 shall be addressed through administrative policy.

C. Value \$10,000.00 or over

The City Administrator, or their designee, may sell or exchange any municipal supplies, materials, or equipment, which have a value of \$10,000.00 or more after declaration as surplus by the City Council. The City Administrator (or ~~his/her~~their duly authorized representative) may dispose of such surplus by:

1. As authorized by the City Council.

2. Selling the items at public auction, including approved online auction sites.
3. Undergoing competitive bidding.
4. Utilizing said items for trade-in.
5. Disposing of the items as otherwise authorized by State law, including transfer to another governmental entity within the State.

D. Determination of surplus and value

The City Administrator (or their designee) may declare any municipal supplies, materials, or equipment which have a value of less than ten thousand dollars (\$10,000.00), as determined by the City's Finance Director, surplus or obsolete to the needs of the City.

E. Items Purchased with Federal Funds.

When a department needs to dispose of items or equipment that were purchased with federal grant funds, disposition restrictions must be researched and resolved by the Finance Department. Special rules apply to equipment purchased with Federal Funds. The original grant guidance will outline the allowable disposal methods.

Other Purchasing Policies

Petty Cash:

~~The Director of Finance is authorized to create petty cash funds where the funds are needed within the City. The size of the petty cash funds will be controlled by the Director of Finance. Routine purchases of items of less than \$100.00 may be made from petty cash. Exceptions to the dollar threshold can be made for the benefit of City and approval of the Finance Director. The procedures for petty cash are outlined in a separate Administrative Policy.~~

The Finance Director is authorized to approve petty cash funds where they deem necessary within the City Government. Routine items of less than One Hundred Dollars (\$100.00) may be made from petty cash without contacting the Finance Department. The following set of procedures will apply to any petty cash purchases.

1. Petty cash cannot be used to cash personal or payroll checks.
2. It shall be the responsibility of the respective department to properly classify and document each expenditure.
3. Reimbursement is not to be made until a valid receipt or certificate of expenditure is received by the Finance Department.

Custodians of petty cash funds shall submit for replenishment of the fund in a timely manner and in the least a monthly basis. A petty cash reimbursement request will need to be sent to the Finance Department along with proper documentation.

4. Custodians, Supervisors, and Department Directors of petty cash drawers must abide by processes and procedures as outlined in the Cash Handling Policy.

5. All petty cash funds will be subject to audit at unannounced times by the Finance Director or their designee.

Purchasing Card Program:

~~The City will utilize a credit card program to assist in the everyday purchases that might come up that require immediate payment or vendors that do not accept checks. The proper purchasing approvals are still required in advance of a purchase. (Procedures for the Purchase/Credit Card Program are outlined in a separate Administrative Policy.)~~

The City will utilize a credit card program to assist in the everyday purchases that might come up that require immediate payment or vendors that do not accept checks. The proper purchasing approvals are still required in advance of a purchase. The following rules apply to the Purchase Card purchases and holders.

1. It is the Director's responsibility to submit all requests to the Finance Director and staff for all new and termination requests of purchasing cards or credit limit establishment for their respective departments and staff.

2. Cardholders must meet with the Finance Department to complete all required documentation and training.

3. Cardholders are responsible for the funding limits set on their card and therefore shall not allow another employee to borrow their purchasing card for offsite purchases.

4. Purchases are only authorized if they are in accordance with established policies.

5. In the event there is inappropriate use or fraudulent activity on a purchasing card, each incidence must be reported to the Finance Department immediately.

6. Itemized receipts must be kept for each transaction and turned into the Finance Department in a timely manner.

7. Due diligence shall be exercised to ensure sales tax is excluded on purchases within the State of Missouri. If needed, request the tax-exempt certificate from the Finance Department. In the event tax is charged, all efforts must be exhausted in order to get the tax amount refunded.

8. All efforts must be exhausted to obtain a copy of a receipt prior to an affidavit for no receipt

being submitted in place of an original receipt. The Finance Department is available as needed for guidance in this process.

9. Purchasing cards should not be used to pay invoices if a vendor receives checks as a form of payment. All invoices should be processed through the normal accounts payable methods.

After three occurrences of failure to comply with these procedures and follow up has been made by the Finance Department in writing, the end result may be temporary suspension or up to full termination of the cardholder's purchasing card rights.

Sponsorships/Gifts:

The City shall not use public funds to sponsor any event, business, or nonprofit, including advertising at community events, unless it is to provide information to the community about available services as part of the overall City communication/marketing plan. The City may pay dues to organizations that the City is required to be a member of to receive federal funding (e.g., Ozarks Transportation Organization and SMCOG) or to conduct regional business.

Gifts:

The City shall not use public funds to give employees, citizens, or Council Members gifts, except plaques or trophies required for the normal function of government (e.g., recognition of citizens or employees by the Mayor/Council for outstanding actions in the community, employee retirement recognition, and recognition of Council Members at the end of their terms).

Ethics

A. General Ethical Standards

1. For Employees: Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of ethical standards.
2. For Non-Employees: Any effort to influence any public employee to breach the standards of ethical conduct set forth in this manual is also a breach of ethical standards.

B. Employee Conflict of Interest

1. Conflict of Interest: It will be a breach of ethical standards for any employee to participate directly or indirectly in a contract for purchase or sale when the employee is aware:
 - a. The employee or any member of the employee's immediate family has a financial interest pertaining to the purchase or sale.
 - b. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the purchase or sale; or

c. Any other person, business, or organization with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the purchase or sale.

2. Discovery of Actual or Potential Conflict of Interest: Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification with the City Administrator and shall withdraw from further participation in the transaction involved.

3. Disqualification of Business: Where an Employee has a Financial Interest: It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the City.

4. Gratuities: It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a contract requirement, specification, or purchase request, influencing the content of any specification or procurement standard, rendering of 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 requirement, contract, subcontract, or any solicitation or proposal therefor.

5. Kickback: It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made to an employee or officer of the City by or on behalf of a contractor or subcontractor under a contract to the City, prime contractor, or higher tier subcontractor, or any person associated there within, as an inducement for the award of a subcontract or order.

6. Confidential Information: It shall be a breach of ethical standards for any employee or former employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

C. Violation of the City's ethical standards may be grounds for the City to reject a bid and the employee will be subject to disciplinary action.

Applicable State Requirements

Section 432.070, RSMo. requires any contract made by the City to be in writing and dated, to be executed before any performance or payment, within the scope of the City's authority, and subscribed by the parties or their authorized agents.

Section 105.458, RSMo. prohibits any member of the governing body from performing any services for such governing body for any consideration other than the compensation provided for the performance of that member's official duties, and further prohibits governing body members

from selling items, renting, or leasing property to the City having a value in excess of \$500 unless such transaction is made pursuant to an award on a contract following the requirements of this Section.

Section 376.696, RSMo. requires competitive bidding at least every six years for insurance. The contract must be awarded to the lowest or best bidder. Section 537.620, RSMo. allows an exception to competitive bidding on insurance procured through a pool of three or more political subdivisions in accord with the provisions of Section 537.620.

Section 67.150, RSMo. requires competitive bidding at least every three years for health insurance. The contract must be awarded to the lowest or best bidder.

Section 8.285, RSMo. requires that services for architectural, engineering, and land surveying shall be based upon demonstrated competence and qualifications and at a fair and reasonable price.

Section 8.679, RSMo. requires advertisement and solicitation of proposals from qualified construction managers when the City determines that a public works project should be performed with construction management services.

Article III, Section 39 of the Missouri Constitution does not allow the City to grant or authorize extra compensation to any public officer or contractor after or services have been rendered or the contract has been entered into.



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-54 A Resolution of the City Council Awarding the Bid for Waterline Materials at Hankins Farm Industrial Park to Core & Main, LP.

Submitted By: Garrett Brickner, Engineering Manager

Date: September 6, 2022

Issue Statement

To award Bid of Waterline Materials for the Hankins Industrial Park project to Core & Main, LP.

Discussion and/or Analysis

The City requested sealed bids for Waterline Materials for the Hankins Industrial project as part of the Developers Agreement previously entered into with Republic 63, LLC. As per the agreement, City would purchase and install waterline materials associated with the development, and be reimbursed for all materials, rental equipment, and non-city labor associated with the installation of watermain to serve the site.

The City received one sealed bid for this project from Core & Main LP in the amount of \$245,439.08. The amount was consistent with price estimates done by city staff for this project.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR WATERLINE MATERIALS AT HANKINS FARM INDUSTRIAL PARK TO CORE AND MAIN LP

WHEREAS, the City of Republic, Missouri (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City recently solicited sealed bids for waterline materials at the Hankins Farm Industrial Park as part of the Developers Agreement previously entered into with Republic 63, LLC (“Project”); and

WHEREAS, the City received one bid from Core & Main LP, which provided prices on the requested materials within the scope of the pricing estimates projected by City staff members on the Project; and

WHEREAS, based on the recommendations of City staff, the Council finds that Core & Main LP is a qualified bidder, capable of supplying the materials requested within a reasonable price range, and should thus be awarded the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1:** Core & Main LP is hereby awarded the Project at the rates listed in its bid, attached hereto and labeled “Exhibit 1”. To the extent materials cannot be provided by Core & Main LP at the prices shown on Exhibit 1, the City shall follow the applicable provisions of the Purchasing and Disposal Policy for obtaining such materials.
- Section 2:** The City Administrator, and/or his designee, is authorized to take the necessary steps to execute this Resolution.
- Section 3:** The WHEREAS clauses are hereby specifically incorporated herein by reference.
- Section 4:** This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:



City of Republic - Invitation for Bid

Waterline Materials at Hankins Industrial Park, Republic 63 LLC

2561 State Highway MM

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 10 A.M. on Tuesday, August 30th, 2022. Bids will be opened by the City at same time and location.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder.

- Bids shall be submitted with the **Invitation for Bid (“IFB”)** project name or item clearly indicated **on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.
- Bids will be taken to City Council for approval on **Tuesday September 6th, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION:

See construction plans cover in this document for details. This bid is for waterline materials only. Must meet City of Republic Specifications. Casing and waterline bores are not part of this bid.

Estimated Quantities:

1080	LF	12" SDR 21 CLASS 200 WATER LINE
1	EA	12" 90 Degree Elbow
2	EA	12" 45 Degree Elbow
9	EA	12" 11.25 Degree Elbow
1	EA	12"X12" TAPPING TEE
2	EA	12"X10" TEE
1	EA	12" FLUSH VALVE
1	EA	12"X10" CROSS
2	EA	12" WATER SHUT OFF VALVE
1660	LF	10" SDR 21 CLASS 200 WATER LINE
1	EA	10" x 12" TEE TAPPING TEE
2	EA	10" x 10" TEE

2	EA	10" 22.5 DEGREE ELBOW
12	EA	10" 11.25 DEGREE ELBOW
8	EA	10" WATER SHUT OFF VALVE
1400	LF	8" SDR 21 CLASS 200 WATERLINE
1	EA	8" X 10" TEE
1	EA	8" X 8" TEE
1	EA	8" 22.5 DEGREE ELBOW
2	EA	8" 11.25 DEGREE ELBOW
2	EA	8" 90 DEGREE ELBOW
7	EA	FIRE HYDRANT ASSEMBLY MULLER OR CLOW SAFTEY YELLOW (INCLUDING TEE, VALVE, APPURTENANCES, ETC.)
6	EA	10"X6" REDUCERS FOR STUBS
6	EA	8"X6" REDUCERS FOR STUBS
14	EA	ANCHOR COUPLING FOR FIRE HYDRANT
6	EA	10" FOSTER ADAPTER

As well as all Megalugs, Gaskets and Bolts supplied for each fitting.

Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
 BUILDS Department, City of Republic
gbrickner@republicmo.com
 (417) 732-3405

Important Notice Regarding Competitive Bidding:

It is the City's intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City, but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.

TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 10 A.M. on Tuesday, August 30th, 2022. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **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 Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic 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 Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responses and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
- a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid 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 IFB, until one or more of the Bids have been duly accepted by the City.
09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
11. **The Right to Audit:** The Bidder 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 Bidder'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.
12. **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 IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
13. **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.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB 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 Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB 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.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder 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 IFB. 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 IFB.
 - b. The successful Bidder 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 IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder 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 Bidder 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.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the City

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bids must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words “no Bid” in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the “Statement of No Bid” no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder’s own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder’s location to a specified location in the City of Republic. 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 of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder 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.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City’s determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB 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. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an “or equal” is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an “or equal,” Bids 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 Bidder 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 Bidder on the Affidavit of Compliance

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder 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.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **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.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
 - a. Unless otherwise stated in the IFB, 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 Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(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 Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder 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 Bidder 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. Bidders are herein informed that the work to be performed under this IFB 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 Bidder 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 Bid.
33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder 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.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI 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 Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (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 Bidder 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 Bidder 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:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder 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 contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

terms and conditions of the IFB and payment of all labor and material supplies.

38. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder 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.

39. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.

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

41. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.

42. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.

43. **Affidavit for Service Contracts:** The successful Bidder 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 IFB 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 IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

44. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB 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 Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder 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 Bidder 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 IFB.

45. **Davis-Bacon Act:** If the Instructions to Bidders 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 IFB 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 IFB.. 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 IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.

46. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, 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.**
47. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder 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.
48. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB 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.
49. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. 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 Bid 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.

ATTACHMENT A - BID SUBMISSION FORM

Item 7.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p>Base Bid</p>	<ul style="list-style-type: none"> • Waterline Materials at Hankins Industrial Park, Republic 63 LLC 2561 State Highway MM • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>\$ _____</p> <p>Estimated Delivery Date of all Materials:</p> <p>____ / ____ / ____</p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <ul style="list-style-type: none"> • IFB for: Waterline Materials at Hankins Industrial Park, Republic 63 LLC 2561 State Highway MM <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p> <hr/> <p>Address:</p> <p>_____</p> <p>_____</p> <hr/> <p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>	<p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

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

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 (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) 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 if 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 (submitting a Bid) shall comply with the provisions of Section 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 under this IFB is expressly contingent on the company (submitting a Bid) 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, Company 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 (MOU). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

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**.

**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 _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon 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 Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

_____ We **DO NOT** take exception to the IFB Documents/Requirements.

_____ We **TAKE** exception to the IFB Documents/Requirements as follows:

_____.

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____
Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No): _____ Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



Bid Proposal for HANKINS FARM - DRURY LANE WATERLINE EXTENSIONS

CUSTOMER	<p>CITY OF REPUBLIC OFFICE OF THE CITY CLERK 213 NORTH MAIN REPUBLIC, MO 65738</p>	<p>Job HANKINS FARM - DRURY LANE WATERLINE EXTENSIONS REPUBLIC, MO Greene County Engineer: Lee Engineering & Associates Bid Date: 08/11/2022 02:00 pm Bid #: 2474560</p>
	<p>Sales Representative Nicholas Carter (T) 816-229-9604 (F) 816-229-9607 Nicholas.Carter@coreandmain.com</p>	<p>Core & Main 2500 NW South Outer Rd Blue Springs, MO 64015 (T) 816-229-9604</p>
CONTACT		
NOTES		



Bid Proposal for HANKINS FARM - DRURY LANE WATERLINE EXTENSIONS

CITY OF REPUBLIC

Job Location: REPUBLIC, MO

Engineer: Lee Engineering & Associates

Bid Date: 08/11/2022 02:00 pm

Core & Main 2474560

Core & Main

2500 NW South Outer Rd

Blue Springs, MO 64015

Phone: 816-229-9604

Fax: 816-229-9607

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10		12" WATER MAIN CONNECTION			
20	1	FTSS-1320-12 12X12 SS TAP SLV SS FLG 12.75-13.20 OD	EA	1,872.10	1,872.10
30	1	12 A2362-19 MJXFLG RW GV OL ON	EA	2,672.50	2,672.50
40	1	5-1/4 X 24-F SCREW BOTTOM VLV BOX IMP	EA	43.25	43.25
50	1	5-1/4 X 16-F SCREW TOP IMP VBT16SHD	EA	34.00	34.00
60	1	5-1/4-F LID WATER	EA	14.75	14.75
70	1	12" FLG ACCESSORIES	EA	39.25	39.25
80	1	12" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVC12I	EA	114.50	114.50
90	1	12 MJ TRANS ACC SET L/GLAND	EA	42.75	42.75
100	1	LABOR 12" HOT TAP CHARGE	EA	872.25	872.25
110		THIS IS MY BEST ESTIMATE			
				SUBTOTAL	5,705.35
130		12" WATERLINE			
140	960	12 PVC SDR21 PR200 PIPE (G)	FT	38.68	37,132.80
150	120	12 SDR21 PR200 YELOMINE PIPE	FT	44.74	5,368.80
160	3	12 MJ L/P SLV C153 IMP	EA	288.75	866.25
170	1	12 MJ 90 C153 IMP	EA	378.75	378.75
180	2	12 MJ 45 C153 IMP	EA	313.25	626.50
190	9	12 MJ 11-1/4 C153 IMP	EA	257.00	2,313.00
200	1	12X10 MJ CROSS C153 IMP	EA	786.50	786.50
210	2	12X10 MJ TEE C153 IMP	EA	528.00	1,056.00
220	36	12" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVC12I	EA	114.50	4,122.00
230	36	12 MJ TRANS ACC SET L/GLAND	EA	42.75	1,539.00
240	4	10" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVC10I	EA	108.75	435.00
250	4	10 MJ TRANS ACC SET L/GLAND	EA	39.75	159.00
				SUBTOTAL	54,783.60
270		12" GATE VALVES			
280	2	12 A2362-23 MJ RW GV OL L/ACC	EA	2,800.97	5,601.94
290	2	5-1/4 X 24-F SCREW BOTTOM VLV BOX IMP	EA	43.25	86.50
300	2	5-1/4 X 16-F SCREW TOP IMP VBT16SHD	EA	34.00	68.00
310	2	5-1/4-F LID WATER	EA	14.75	29.50
320	3	12" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVC12I	EA	114.50	343.50
330	3	12 MJ TRANS ACC SET L/GLAND	EA	42.75	128.25
				SUBTOTAL	6,257.69
350		12" FLUSH ASSEMBLY			



Bid Proposal for HANKINS FARM - DRURY LANE WATERLINE EXTENSIONS

Bid #: 2474560

Seq#	Qty	Description	Units	Price	Ext Price
360	1	12X2 MJ TAPT PLUG C153 IMP	EA	202.50	202.50
370	1	12 MJ REG ACC SET L/GLAND (I)	EA	37.50	37.50
380		ACCESSORIES IN 12" GATE VALVES			
390	1	2X6 BRASS NIPPLE NO LEAD (I)	EA	21.00	21.00
400	1	2X36 GALV STL NIPPLE IMP	EA	40.50	40.50
410	2	2 GALV MI 45	EA	5.75	11.50
420	1	2 PVC S40 TRD CAP FIPT 448-020	EA	2.50	2.50
430	1	5-1/4 X 24-F SCREW BOTTOM VLV BOX IMP	EA	43.25	43.25
440	1	5-1/4 X 16-F SCREW TOP IMP VBT16SHD	EA	34.00	34.00
450	1	5-1/4-F LID WATER	EA	14.75	14.75
460		THIS IS MY BEST ESTIMATE			
470		NO DETAIL PROVIDED			
				SUBTOTAL	407.50
490		FARM ROAD 156 BORE MATERIAL			
500	60	18 .250 WALL STL CASING	FT	81.82	4,909.20
510	12	18X12 CASING SPACER SS	EA	97.75	1,173.00
520	2	18X12" END SEAL	EA	52.00	104.00
				SUBTOTAL	6,186.20
540		CREEK BED CORE MATERIAL			
550	44	18 .250 WALL STL CASING	FT	81.82	3,600.08
560	9	18X12 CASING SPACER SS	EA	97.75	879.75
570	2	18X12" END SEAL	EA	52.00	104.00
				SUBTOTAL	4,583.83
590		10" MAIN CONNECTION			
600	1	FTSS-1320-10 12X10 SS TAP SLV SS FLG 12.75-13.20 OD	EA	1,811.50	1,811.50
610	1	10 A2361-19 MJXF RW GV OL L/ACC	EA	2,213.57	2,213.57
620	1	5-1/4 X 24-F SCREW BOTTOM VLV BOX IMP	EA	43.25	43.25
630	1	5-1/4 X 16-F SCREW TOP IMP VBT16SHD	EA	34.00	34.00
640	1	5-1/4-F LID WATER	EA	14.75	14.75
650	1	10" FLG ACCESSORIES	EA	30.50	30.50
660	1	10" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVC10I	EA	108.75	108.75
670	1	10 MJ TRAN ACC SET L/GLAND (I)	EA	39.75	39.75
680	1	LABOR 10" HOT TAP CHARGE	EA	872.25	872.25
				SUBTOTAL	5,168.32
700		10" WATER MAIN			
710	3240	10 PVC SDR21 PR200 PIPE (G)	FT	27.48	89,035.20
720	160	10 SDR21 PR200 YELOMINE PIPE	FT	34.05	5,448.00
730	4	10 MJ L/P SLV C153 IMP	EA	214.75	859.00
740	4	10 MJ TEE C153 IMP	EA	377.25	1,509.00
750	2	10 MJ 90 C153 IMP	EA	281.50	563.00
760	10	10 MJ 11-1/4 C153 IMP	EA	208.00	2,080.00
770	44	10" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVC10I	EA	108.75	4,785.00
780	44	10 MJ TRAN ACC SET L/GLAND (I)	EA	39.75	1,749.00
				SUBTOTAL	106,028.20
800		10" GATE VALVES			
810	8	10 A2362-23 MJ RW GV OL L/ACC	EA	2,213.57	17,708.56



Bid Proposal for HANKINS FARM - DRURY LANE WATERLINE EXTENSIONS

Bid #: 2474560

Seq#	Qty	Description	Units	Price	Ext Price
820	8	5-1/4 X 24-F SCREW BOTTOM VLV BOX IMP	EA	43.25	346.00
830	8	5-1/4 X 16-F SCREW TOP IMP VBT16SHD	EA	34.00	272.00
840	8	5-1/4-F LID WATER	EA	14.75	118.00
850	16	10" SIP EZGRIP PVC REST L/ACC C900, C905 & IPS PIPE PVCP10I	EA	108.75	1,740.00
860	16	10 MJ TRANS ACC SET L/GLAND	EA	39.75	636.00
SUBTOTAL					20,820.56
880	CREEK BORE MATERIAL				
890	60	16 .250 WALL STL CASING	FT	63.53	3,811.80
900	12	16X10 CI CASING SPACER	EA	80.75	969.00
910	2	16X10 AW END SEAL	EA	44.75	89.50
SUBTOTAL					4,870.30
930	SAWYER RD BORE MATERIAL				
940	60	16 .250 WALL STL CASING	FT	63.53	3,811.80
950	12	16X10 CI CASING SPACER	EA	80.75	969.00
960	2	16X10 AW END SEAL	EA	44.75	89.50
SUBTOTAL					4,870.30
980	FIRE HYDRANT ASSEMBLY				
990	7	10X6 MJ RED C153 IMP	EA	133.50	934.50
1000	7	10 FOSTER ADPT EPXY W/BLOCK B&N 10FA-OX.BLU USA	EA	282.50	1,977.50
1010	7	6 SWXSW ANCH CPLG 2'	EA	213.50	1,494.50
1020	7	A423 5-1/4VO HYD 4'0"B 6MJ NST MUELLER O/L	EA	2,890.39	20,232.73
1030	14	6 MJ REG ACC SET L/GLAND (I)	EA	24.25	339.50
1040	THIS IS MY BEST ESTIMATE				
1050	NO DETAIL PROVIDED				
1060	ENGINEER STATED THAT THEY				
1070	ARE USING 10" VALVES FOR				
1080	STUBS FOR FUTURE USE.				
SUBTOTAL					24,978.73
1100	MISC WATER				
1110	8	12GA COPPERHEAD BLUE 500FT 30 MIL	EA	50.00	400.00
1120	1	12GA EHS HDD WIRE 500' BLUE	EA	78.25	78.25
1130	8	3M DBR SPLICE KIT	EA	2.75	22.00
1140	7	SNAKE BITE 3-WAY CONNECTOR 3WB-01 SPLICE KIT	EA	8.25	57.75
1150	5	3X1000' DET TAPE WATER BLUE	RL	39.75	198.75
1160	3	2 POLYTAPE 100'	EA	7.25	21.75
SUBTOTAL					778.50
1170	PRICES ARE FIRM FOR				
1180	ACCEPTANCE BY 8/23/22 AND				
1190	SHIPMENT BY 9/8/22 .				
1200	PAYMENT TERMS: NET 30 DAYS				
1210	AFTER ABOVE DATE(S), BIDS				
1220	WILL BE SUBJECT TO MARKET				
1230	PRICE AND AVAILABILITY AT				
1240	PRICE AND AVAILABILITY AT				
1250	PRICE AND AVAILABILITY AT				
1260	PRICE AND AVAILABILITY AT				



Bid Proposal for HANKINS FARM - DRURY LANE WATERLINE EXTENSIONS

Bid #: 2474560

Seq#	Qty	Description	Units	Price	Ext Price
1270		TIME OF ORDER.			
				Sub Total	245,439.08
				Tax	21,107.77
				Total	266,546.85

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-55 A Resolution of the City Council Authorizing the City Administrator to Enter into an Agreement with Donelson Construction Company, LLC for Microsealing of Identified Streets in the Island Green Subdivision.

Submitted By: Andrew Nelson, Deputy City Administrator

Date: September 6, 2022

Issue Statement

To enter into an agreement with Donelson Construction Company, LLC for PressurePave sealant and Modified Aggregate Quick Set (MAQS) surfacing products and labor.

Discussion and/or Analysis

Proposed services include installation of patented MAQS and PressurePave products, as well as associated costs for labor, equipment, materials, and traffic control on various roads throughout Republic.

The City will “piggyback” off the standing Agreement between Donelson Construction and Greene County, dated December 27th 2017.

Donelson Construction Company quote is estimated at \$73,573.80 for the Island Green Subdivision. The BUILDS department is requesting authority for an additional approximately 10% of the estimated cost to cover any unforeseen overages or field changes, bringing the total not to exceed amount to \$80,000.

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-55

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DONELSON CONSTRUCTION COMPANY, LLC FOR MICROSEALING OF IDENTIFIED STREETS IN THE ISLAND GREEN SUBDIVISION

WHEREAS, the City of Republic, Missouri, (“City” and/or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, on August 23, 2022, in Resolution 22-R-51, the City Council approved the microsealing of multiple streets within the City by Donelson Construction Company, LLC (“Donelson”), using patented Modified Aggregate Quick Set (MAQS) and PressurePave surfacing products; and

WHEREAS, Greene County previously solicited sealed bids for this type of work on streets in and throughout Greene County, and Donelson was Greene County’s lowest responsible bidder; and

WHEREAS, Greene County entered into a cooperative agreement (Greene County Cooperative Contract #16-0798) with Donelson, which expressly provided for the participation and cooperation by other public bodies within Greene County; and

WHEREAS, the City has utilized Greene County’s Cooperative Contract #16-0798 for Donelson to perform the same (or similar) work on streets within the City in previous years; and

WHEREAS, the City wishes to continue to utilize Greene County’s Cooperative Contract #16-0798 for Donelson’s provision of work on Ironwood Drive, Spoon Court, Greenview Court, Long Drive, Island Green Drive, Metalwood Drive, and Niblick Court, consistent with the pricing identified on Donelson’s June 14, 2022 Estimate, which is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1.** Donelson Construction Company, LLC is hereby selected as the contractor to perform microsealing of Ironwood Drive, Spoon Court, Greenview Court, Long Drive, Island Green Drive, Metalwood Drive, and Niblick Court, pursuant to the terms of Greene County’s Cooperative Contract #16-0798 and consistent with the pricing identified on Donelson’s June 14, 2022 Estimate, attached hereto as “Exhibit 1” and expressly incorporated herein; however, the City shall not exceed a total of \$73,573.80 in monies remitted to Donelson for such work without first receiving additional authorization by Council.
- Section 2.** On behalf of the City, the City Administrator, or his designee, on behalf of the City, is authorized to execute any documents required for implementation of the agreement with Donelson for the work identified herein.
- Section 3.** The City Administrator, or his designee, on behalf of the City, is authorized to take the additional necessary steps, if any, to implement this Resolution.

RESOLUTION NO. 22-R-55

RESOLUTION NO. 22-R-55

Section 4. The whereas clauses are hereby specifically incorporated herein by reference.

Section 5. This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote:



Ph: (417) 743-2694
 Fax: (417) 743-2945
 1075 Wise Hill Road, Clever, MO 65631

ESTIMATE

June 14, 2022

Garrett Brickner
 City of Republic
 213 N Main Street
 Republic, MO 65738

Donelson Construction Co., LLC is pleased to provide the following estimate for the installation of our patented Modified Aggregate Quick Set (MAQS®) Surfacing and PressurePave® Systems. The prices include all labor equipment, materials and traffic control.

The unit prices for the separate materials are as follows (per yd2):

MAQS-PressurePave®-	\$1.25
MAQS®-2 Scratch	\$4.39
MAQS®-2	\$4.39

Ironwood Dr	From:	Beal Rd	To:	Long Dr	Yd2:	2,990
MAQS-PressurePave®-				\$3,737.50		
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$13,126.10		
Total				\$16,863.60		

Spoon Ct	From:	Ironwood Dr	To:	southeast CDS	Yd2:	904
MAQS-PressurePave®-				\$1,130.00		
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$3,968.56		
Total				\$5,098.56		

Greenview Ct	From:	Ironwood Dr	To:	northeast CDS	Yd2:	874
MAQS-PressurePave®-				\$1,092.50		
MAQS®-2 Scratch				\$0.00	Scratch yd2:	-
MAQS®-2				\$3,836.86		
Total				\$4,929.36		

Long Dr	From:	Beal Rd	To:	southeast CDS	Yd2:	3,097
MAQS-PressurePave®-			\$3,871.25			
MAQS®-2 Scratch			\$0.00		Scratch yd2:	-
MAQS®-2			\$13,595.83			
Total			\$17,467.08			

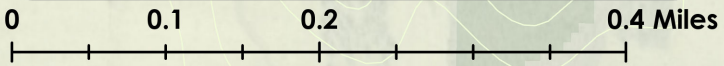
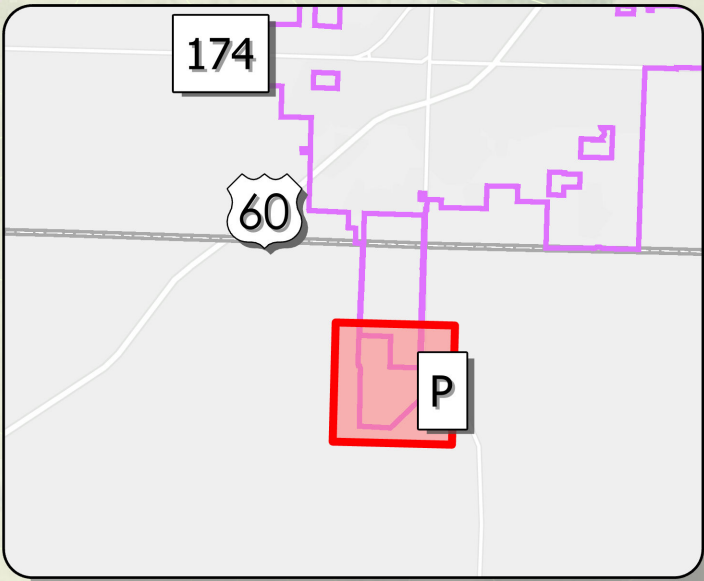
Island Green Dr	From:	Beal Rd	To:	Beal Rd	Yd2:	1,441
MAQS-PressurePave®-			\$1,801.25			
MAQS®-2 Scratch			\$0.00		Scratch yd2:	-
MAQS®-2			\$6,325.99			
Total			\$8,127.24			

Metalwood Dr	From:	Beal Rd	To:	southeast CDS	Yd2:	2,668
MAQS-PressurePave®-			\$3,335.00			
MAQS®-2 Scratch			\$0.00		Scratch yd2:	-
MAQS®-2			\$11,712.52			
Total			\$15,047.52			

Niblick Ct	From:	Metalwood Dr	To:	north CDS	Yd2:	1,071
MAQS-PressurePave®-			\$1,338.75			
MAQS®-2 Scratch			\$0.00		Scratch yd2:	-
MAQS®-2			\$4,701.69			
Total			\$6,040.44			

Grand Total: \$73,573.80

Item 8.



- Paved
- - - Pressure Pave
- Future Paving



2022 Pressure Pavement Treatment

Island Green 91















AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-56 A Resolution of the City Council Awarding The Bid for Sand Blasting and Re-painting of the Water Tower Located at Well 6 to Hogan’s Inc.

Submitted By: Garrett Brickner, Engineering Manager

Date: September 6, 2022

Issue Statement

To award Bid for Sand Blasting and Repainting of the Water Tower at Well 6, to Hogan’s Inc.

Discussion and/or Analysis

The City requested sealed bids for Sand Blasting and Repainting of the Water Tower at Well 6. The City intends to utilize ARPA funds received to do this to all three water towers, over the next 18 months or so. However, the tower at well 6 is the readiest, and therefore will be first. The product being applied will come with a 15-year warranty and is expected to last 20 plus years with regular pressure washing and maintenance. The city received two sealed bids, from Hogan’s Inc. and Classic Protective Coatings, inc. of which Hogan’s inc. was the lowest.

Company	Base Bid	Alternate #1	Alternate #2	Alternate #3
Classic Protective Coatings, Inc.	\$245,950.00	\$237,500.00	\$139,000.00	\$16,000.00
Hogan's Inc	\$168,750.00	75,000.00	\$182,030.00	\$10,000.00

Recommended Action

Staff recommends approval.

RESOLUTION NO. 22-R-56

A RESOLUTION OF THE CITY COUNCIL AWARDING THE BID FOR SAND BLASTING AND RE-PAINTING OF THE WATER TOWER LOCATED AT WELL 6 TO HOGAN’S INC

WHEREAS, the City of Republic, Missouri (“City” and/or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly created, organized, and existing under the laws of the State of Missouri; and

WHEREAS, the City solicited sealed bids for the sand blasting and re-painting of the water tower located at Well 6 (“Project”); and

WHEREAS, two bids were received in response to the City’s solicitation; and

WHEREAS, after hearing presentation and recommendations by City staff, the City Council desires to award the Project to Hogan’s Inc., as its bid appears to demonstrate the necessary qualifications of a responsible bid, and is the lowest cost to the City at an estimated total expenditure of \$168,750.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

- Section 1.** The submitted bid from Hogan’s Inc, attached as “Exhibit 1” and expressly incorporated herein, is accepted for the Project at the estimated cost(s) shown thereon, but in no event to exceed a total of \$200,000.00 without separate, additional approval from Council.
- Section 2.** The City Administrator, and his/her designee, on behalf of the City, is authorized to take the necessary steps to execute this Resolution.
- Section 3.** The whereas clauses are specifically incorporated herein by reference.
- Section 4.** This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Attest:

Matt Russell, Mayor

Laura Burbridge, City Clerk

RESOLUTION NO. 22-R-56

Approved as to Form:

A handwritten signature in blue ink, appearing to read 'Megan McCullough', is written over a horizontal line.

Megan McCullough, City Attorney

Final Passage and Vote:

Agency Name City of Republic
Bid Number IFB-022-0-2022/GB
Bid Name Water Tower Sand Blasting and Painting
Bid Due Date 08/26/2022 10:00:00 Central



Company	BidAmount	Alternate #1	Alternate #2	Alternate #3
Classic Protective Coatings,Inc.	\$245,950.00	\$237,500.00	\$139,000.00	\$16,000.00
Hogan's Inc	\$168,750.00	75,000.00	\$182,030.00	\$10,000.00



City of Republic - Invitation for Bid

Water Tower Sand Blasting and Painting at Well 6

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 10:00 A.M. on Friday, August 26, 2022. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- Projects exceeding \$75,000 in total cost shall be paid at prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid all requested categories, but it is encouraged.
- Bids will be taken to City Council for approval on **Tuesday September 6, 2022.** Notice to proceed shall follow no later than September 12th, 2022. following approval granted by City Council.

DESCRIPTION:

Base Bid: Sand blasting/removal of existing paint and painting at the water tower/well #6 located at 3775 E Orr St. Republic, MO 65738. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal.

Alternate #1: Provide containment structure during sandblasting operation

Alternate #2: Painting of inside of Water Tower

Alternate #3: Application of Lettering/Logo as determined by the City of Republic - tnemec series 700, or approved equal.

City plans to award Base bid, plus any combination of alternates as determined by the City. Therefore, please provide pricing for each, separately.

SCHEDULE:

City intends to take the winning bid to City Council for Approval September 6th, 2022 for approval, with Notice to Proceed to follow no later than September 12th, 2022. Completion date for the base bid shall be November 15th, 2022. If City elects to proceed with any of the alternates, the completion date shall be December 16, 2022

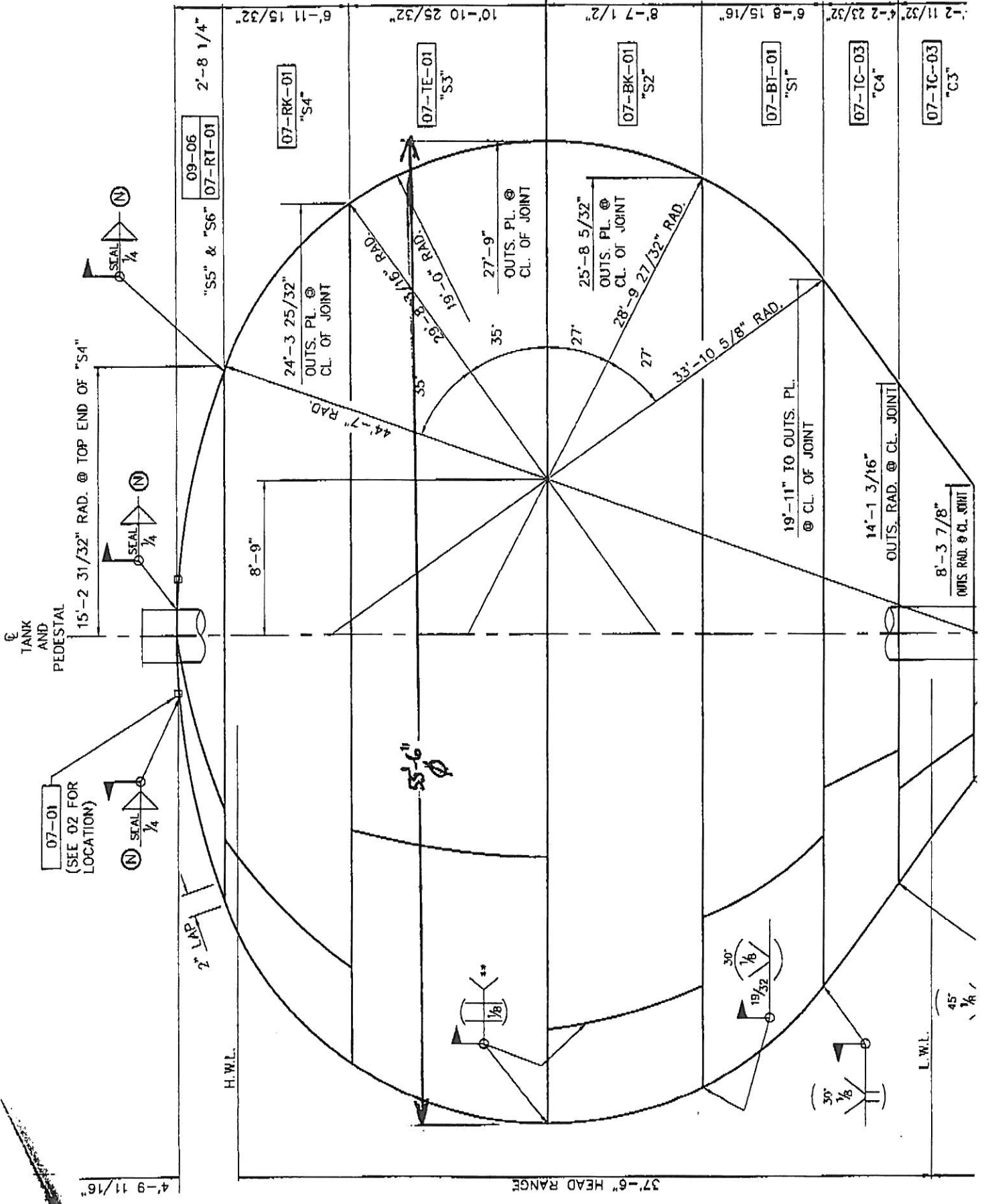
Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
BUILDS Department, City of Republic
gbrickner@republicmo.com
(417) 732-3405

Important Notice Regarding Competitive Bidding:

It is the City's intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City, but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.

TOP OF
Item 9.



TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid (“IFB”) will be opened at Republic City Hall, located at 213 N. Main Avenue, on 10:00 A.M. on Friday, August 26, 2022. All Bidders (individually, “Bidder”; collectively, “Bidders”) and/or their authorized representative(s) are permitted to attend the opening of the Bids.
02. **IFB Delivery Requirements:** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to Republic City Hall for receipt on or before the due date and time indicated.
- a. If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - b. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Bidder’s request and expense.
 - d. Bids may be mailed to Republic City Hall and accepted if the signed Bid form and required information was mailed and received prior to the due date and time.
 - e. Bids sent by email will not be accepted.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the **IFB project name clearly indicated on the outside of the mailing envelope and addressed to:**

**City of Republic
C/O City Clerk, Laura Burbridge
213 N. Main
Republic MO 65738**

03. **Legal Name and Signature:** Bids shall clearly indicate the legal name, address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual).
- a. Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Bidder to the submitted Bid.
 - c. Failure to properly sign the Bid form shall invalidate the Bid, and it shall not be considered for award.
04. **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 Bid must initial all corrections.
05. **Clarification and Addenda:** Bidders are expected to examine all documents attached to and/or provided by the City with this IFB, and prior to submitting any Bid in response to this IFB, make any necessary and/or reasonable inquiries of the City to ensure all such Bidders understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the IFB shall be made through the listed City contact in writing (email is permitted).
 - b. The City of Republic 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 Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

- 06. **IFB Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responses and the City will not reimburse for any expenses incurred in preparing responses to this IFB.
- 07. **Bid Security:** All Bids must be accompanied by a Bid Security, which shall constitute the Bidder's guarantee that, if awarded the contract under this IFB, the Bidder will promptly execute all contract documents and other documents required under this IFB, and will furnish good and sufficient bond for the performance of the same.
 - a. The Bid Security shall consist of a certified check, cashier's check or a Bid bond, guaranteed by a surety company authorized by the Director of the Missouri Department of Insurance and Commerce to conduct surety business in the state of Missouri, in an amount no less than ten percent (10%) of the Bid, and made payable to the City of Republic.
 - b. Bids submitted without the required Bid Security will not be considered for award under this IFB.
 - c. The Bid Securities of all Bidders, except for the three apparent lowest Bidders, will be returned as soon as reasonably possible after the opening and review of Bids.
 - d. The City shall have the right to retain the Bid Security of the three apparent lowest Bidders until either: (1) all contract documents have been duly executed and all required bonds and proof of insurance, including certificates of insurance, have been furnished by the Bidder to the City; or (2) all Bids have been rejected, whichever occurs first.
- 08. **Irrevocable Offer:** Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid 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 IFB, until one or more of the Bids have been duly accepted by the City.
- 09. **Responsive and Responsible Bidder:** To be a responsive Bidder, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
- 10. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
- 11. **The Right to Audit:** The Bidder 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 Bidder'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.
- 12. **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 IFB. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
- 13. **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.
14. **Ethical Standards Applicable:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder will be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids.
15. **Collusion Absolutely Prohibited:** All Bidders offering a submission in response to this IFB hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Bid to the Bids of any other Bidder(s), and further that they have not colluded or conspired with any other Bidder or parties to this IFB, to violate the terms and conditions governing submission of responses to this IFB whatsoever. All Bidders offering a submission in response to this IFB 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 Bidder or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
 - c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in any contract awarded under this IFB. No person or agency has been employed or retained to solicit or secure the contract awarded under this IFB 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.
16. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
17. **Liability and Indemnity:**
- a. In no event shall the City be liable to the successful Bidder 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 IFB. 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 IFB.
 - b. The successful Bidder 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 IFB, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Bidder 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 Bidder 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.
18. **IFB Forms, Variances, and Alternates:** Bids must be submitted on the forms attached to this IFB as provided by the City; however, additional information may be attached. Bidders must indicate any variances from the C

requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, Bids must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. **Bid Form:** All blank spaces must be completed with the appropriate response.
 - a. Bidders must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Bidders must insert the words “no Bid” in the space provided for any item for which no Bid is made.
 - c. Bidders must submit an executed Bid form, affidavit of compliance with other requested documents.

20. **Modifications or Withdrawal of Bid:** A modification of a Bid already submitted will be considered only if the modification is received prior to the time announced for opening of Bids, and is made in writing; executed and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. **No Bid:** If not submitting a Bid, respond by returning the “Statement of No Bid” no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. **Errors in Bids:** Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the Bidder’s own risk. Applicable law and regulations do not make allowance for errors either of omission or inclusion on the part of Bidders. In case an error regarding extension of prices in the Bid, the unit price shall govern.

23. **Prices:** Bids must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern.
 - b. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this IFB, shall mean that the successful Bidder, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Bidder’s location to a specified location in the City of Republic. 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 of Republic.
 - c. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items.
 - d. If a Bidder 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.
 - e. Payment terms shall be Net 30 if not otherwise specified.
 - f. Pre-payment terms are not acceptable.

24. **Discounts:** Any and all discounts, except cash discounts for prompt payments, must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in the City’s determination of award(s).

25. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this IFB 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. Bidders may submit Bids on items manufactured by an individual/entity other than the manufacturer specified so long as an “or equal” is expressly stated.

26. **Deviations to Specifications and Requirements:** When Bidding on an “or equal,” Bids 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 Bidder 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 Bidder on the Affidavit of Compliance.

form, at the time of submittal of Bid.

- c. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder 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.

27. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Bidder, the Bidder shall retrieve the product from the City as its own expense. The Bidder shall refund to the City any money the City has remitted to the Bidder for same. In the event the successful Bidder fails or refuses to retrieve the product and refund to the City any money previously remitted to the Bidder for such product in accord with the terms of this paragraph, the Bidder shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.
28. **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.
29. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
30. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the Bidder, and all other relevant factors.
 - a. Unless otherwise stated in the IFB, 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 Bids or waive any minor or non-material irregularity or technicality in Bids received.
31. **Authorized Product Representation:** The successful Bidder(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 Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.
32. **Regulations:** It shall be the responsibility of each Bidder 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 Bidder 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. Bidders are herein informed that the work to be performed under this IFB 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 Bidder 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 constructio

safety training required in the above paragraph.

d. Section 208.009 RSMo. shall apply to any contracts awarded under this Bid.

33. **Termination of Award:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for any reason by the City.
34. **Royalties and Patents:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder 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.
35. **Equal Employment Opportunity Clause:** The City of Republic, in accordance with the provision of Title VI 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 Bidders that the City takes all reasonably necessary steps to affirmatively ensure that all Bidders, including minority businesses, will be afforded full opportunity to submit Bids in response to this IFB and that no Bidder will be discriminated against on the grounds of race, color, or national origin in determining the successful Bidder for award.
36. **Insurance Requirements:** For the duration of any contract awarded under this IFB, (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 Bidder 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 Bidder 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:** The Successful Bidder shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this IFB, and in the event the Successful Bidder will sublet or subcontract any such work, the Successful Bidder shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Bidder's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Bidder 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 contract awarded under this IFB, in an aggregate amount of not less than \$2,000,000 each occurrence and \$1,000,000 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Bidder's operation of vehicles in performing the work awarded under this IFB*):** The Successful Bidder shall maintain Commercial Automobile Liability coverage of not less than \$2,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
37. **Performance Bond and Labor & Materials Payment Bond (*applies only to projects involving labor*):** Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major

terms and conditions of the IFB and payment of all labor and material supplies.

38. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of \$100 per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
39. **Nonresident/Foreign Contractors:** To the extent the successful Bidder utilizes non-resident/foreign contractors to provide services or supplies in connection with this IFB, the successful Bidder 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.
40. **Bid Tabulation:** Bidders may request a copy of the Bid tabulation of the IFB.
41. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
42. **Additional Purchases by Other Public Agencies:** By submitting a Bid in response to this IFB, the Bidder authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this IFB unless otherwise noted on the Affidavit of Compliance Form.
43. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Bidders, shall take precedence.
44. **Affidavit for Service Contracts:** The successful Bidder 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 IFB 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 IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
45. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this IFB 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 Bidder and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Bidder 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 Bidder 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 IFB.

46. **Davis-Bacon Act:** If the Instructions to Bidders 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 IFB 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 IFB.. 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 IFB, all contractors, subcontractors and other individuals/entities hired by the successful Bidder to perform work under this IFB shall pay the greater of the wages required under either law.
47. **Jurisdiction and Venue:** This IFB and any executed agreement required pursuant to the terms of this IFB, 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.**
48. **Conflict of Interest:** By participating in this IFB and/or accepting an agreement pursuant to the IFB's terms, the successful Bidder 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.
49. **Sovereign Immunity:** In no event shall any language or requirement in this IFB or any Agreement that comes from this IFB 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.
50. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Bid. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Bid. 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 Bid 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.

ATTACHMENT A - BID SUBMISSION FORM

Item 9.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p>Base Bid & Alternates</p>	<ul style="list-style-type: none"> • Water Tower Sand Blasting and Painting at Well 6 • Bid Alternate Price individually, do not add all prices together. • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>Base Bid:</p> <p>\$ _____</p> <p>Alternate #1:</p> <p>\$ _____</p> <p>Alternate #2:</p> <p>\$ _____</p> <p>Alternate #3:</p> <p>\$ _____</p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Water Tower Sand Blasting and Painting at Well #6 213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Email: _____</p>	<p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p> <p>Dated: _____</p> <p>Bidder's Federal ID Number: _____</p>

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

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 (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) 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 if 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 (submitting a Bid) shall comply with the provisions of Section 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 under this IFB is expressly contingent on the company (submitting a Bid) 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, Company 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 (MOU). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

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**.

**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 _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon 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 Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division
Name (Please type or print)

Title

Electronically Signed
Signature

Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

____ We **DO NOT** take exception to the IFB Documents/Requirements.

____ We **TAKE** exception to the IFB Documents/Requirements as follows:

_____.

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Addendum No. _____

Fax Number _____

Addendum No. _____

Date _____

Email _____

Federal Tax ID No. _____

DBE Vendor (Yes/No): _____ Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

City of Republic, Missouri
STATEMENT OF "NO PROPOSAL" / "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY(PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN IN THE "REMARKS" SECTION BELOW).

_____ OTHER (PLEASE SPECIFY IN THE "REMARKS" SECTION BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

MISSOURI PROJECT EXEMPTION CERTIFICATE

Authorization for Purchasing Construction Materials for Tax Exempt Project
(The Form and Content of this Exemption Certificate have been approved by the Missouri Department of Revenue)

EXEMPT ENTITY ISSUING CERTIFICATE

Name: City of Republic, Missouri
Address: 213 N. Main Avenue
City/State/Zip: Republic, Missouri 65738

MO Tax Exempt I.D. #: 12492990
Contract Date:
Contract #:
Project Description:
Project Location:
Project Completion Date:
Auth. Signature:
Date:

Letter Effective Date:
Certificate Expiration Date:
Revised Expiration Date:

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction of the project identified herein and no other, pursuant to Section 144.62, RSMo.

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name:
Address:
City/State/Zip:

INSTRUCTIONS

EXEMPT ENTITY - A signed copy of this certificate, along with your MO Tax Exemption Letter, must be furnished to each contractor and/or subcontractor who will be purchasing tangible personal property for use in the project. It is the exempt entity's responsibility to ensure the validity of the certificate. You must issue a certificate with a Revised Expiration Date if purchases will be required to complete the project beyond the original Project Exemption Date.

CONTRACTOR OR SUBCONTRACTOR - The contractor shall furnish a completed copy of this exemption certificate, along with a copy of the exempt entity's MO Tax Exemption Letter, to all subcontractors, and any contractor or subcontractor purchasing materials shall present copies of such documents to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated or consumed in the construction of that project and no other on a tax-exempt basis. A copy of each certificate must be retained by the purchaser for a period of five years.

MATERIAL SUPPLIER - A completed copy of this exemption certificate, along with the MO Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor or subcontractor making purchases of tangible personal property for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the name of the exempt entity and the project number assigned by the exempt entity shown above.

HOGAN'S

Painting & Sandblasting

JOHN HOGAN, OWNER

573.323.8214

August 22, 2022

City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738

REF: Water Tower Sandblasting & Painting Well #6

To whom it concerns

ALT #2

Our interior pricing is based on full coating removal and replacing with 100% solid Epoxy on the interior wet and dry. Different specifications on painting may be negotiated; price is just a base to apply a number.

ALT #3

Based off one (1) Logo that is approximately 12 foot tall by 25 foot long.

Thank you

Sincerely yours,



Heath B. Hogan, VP of Hogan's, Inc.



City of Republic - Invitation for Bid

Water Tower Sand Blasting and Painting at Well 6

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 10:00 A.M. on Friday, August 26, 2022. Bids will be opened by the City at Republic City Hall at said time and place.

BIDS SHOULD BE ADDRESSED AS FOLLOWS:

**City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738**

Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.

- Bids shall be submitted with the **Invitation for Bid (“IFB”) project name or item clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.
- Projects exceeding \$75,000 in total cost shall be paid at prevailing wage.
- You are invited to submit your Bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Bidders do not necessarily need to bid all requested categories, but it is encouraged.
- Bids will be taken to City Council for approval on **Tuesday September 6, 2022.** Notice to proceed shall follow no later than September 12th, 2022. following approval granted by City Council.

DESCRIPTION:

Base Bid: Sand blasting/removal of existing paint and painting at the water tower/well #6 located at 3775 E Orr St. Republic, MO 65738. Exterior primer Tnemec series 94H2o, Intermediate coat tnemec series 1094, Finish coat tnemec series 700, or approved equal.

Alternate #1: Provide containment structure during sandblasting operation

Alternate #2: Painting of inside of Water Tower

Alternate #3: Application of Lettering/Logo as determined by the City of Republic - tnemec series 700, or approved equal.

City plans to award Base bid, plus any combination of alternates as determined by the City. Therefore, please provide pricing for each, separately.

SCHEDULE:

City intends to take the winning bid to City Council for Approval September 6th, 2022 for approval, with Notice to Proceed to follow no later than September 12th, 2022. Completion date for the base bid shall be November 15th, 2022. If City elects to proceed with any of the alternates, the completion date shall be December 16, 2022

Inquiries: All inquiries for information should be directed to:

Garrett Brickner, Engineering Manager
BUILDS Department, City of Republic
gbrickner@republicmo.com
(417) 732-3405

Important Notice Regarding Competitive Bidding:

It is the City's intent and desire that this Invitation for Bid promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this Invitation for Bid result in the elimination of all but one source from which a responsive and responsible Bid may be submitted, such restriction/limitation is not intended by the City, but is merely an unintentional error. In the event such error is discovered by any potential Bidder, the potential Bidder must notify the City contact listed above of the error, in writing, no later than three (3) days prior to the Bid opening day. Upon receipt of any such notice, the City will take reasonable efforts to correct the error and resubmit the Invitation for Bid once corrected.


ATTACHMENT A - BID SUBMISSION FORM

Item 9.

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p>Base Bid & Alternates</p>	<ul style="list-style-type: none"> • Water Tower Sand Blasting and Painting at Well 6 • Bid Alternate Price individually, do not add all prices together. • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>Base Bid: \$ <u>168,750.00</u></p> <p>Alternate #1: \$ <u>75,000.00</u></p> <p>Alternate #2: \$ <u>182,030.00</u></p> <p>Alternate #3: \$ <u>10,000.00</u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Water Tower Sand Blasting and Painting at Well #6 213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: Hogan's Inc</p>
<p>Telephone: <u>573-323-8214</u></p> <p>Cellular: <u>573-429-5712</u></p> <p>Email: <u>h_hogan93@hotmail.com</u></p>	<p>Address: <u>2787 Carter Route M</u> <u>Van Buren Mo 63965</u></p> <p>Signature: </p> <p>Name and Title: Heath Hogan Vice President</p> <p>Dated: <u>08/24/2022</u></p> <p>Bidder's Federal ID Number: <u>43-1735127</u></p>

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature


Company Name (if applicable)

Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Hogan's Inc (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

<p><u>Heath Hogan</u> Authorized Business Entity Representative's Name (Please Print)</p> <p><u>Hogan's Inc</u> Business Entity Name</p> <p><u>heathhogan@hoganspaintingandsandblasting.com</u> E-Mail Address</p>	<p> Authorized Business Entity Representative's Signature</p> <p><u>3/1/2022</u> Date</p>
--	---

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hogan's, Inc.

2787 Carter Rt. M

VanBuren, MO 63965

OWNER:

(Name, legal status and address)

City of Republic

213 N. Main Avenue

Republic, MO 65738

BOND AMOUNT: Ten Percent of Total Amount Bid (10%)

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

P.O. BOX 1635

Milwaukee, WI 53201 1635

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Water Tower Sand Blasting and Painting at Well 6

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of August 2022

[Signature]
(Witness)

Hogan's, Inc. *(Seal)*
(Principal)

[Signature]
(Title)

Old Republic Surety Company *(Seal)*
(Surety)

[Signature]
(Witness)

[Signature]
(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original requires that changes will not be obscured.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Vickie Nickel, David Parkhurst, Samuel T. Bowlby, Shawn Byrne, Rebecca A. Lilley, Kerry A. Sherrod of Overland Park, KS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19th day of January, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of January, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1743



Signed and sealed at the City of Brookfield, WI this 26th day of August, 2022.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Cornerstone Kansas City, LLC

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Item	Description of Work	Price
<p>Base Bid & Alternates</p>	<ul style="list-style-type: none"> • Water Tower Sand Blasting and Painting at Well 6 • Bid Alternate Price individually, do not add all prices together. • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs <p>Please note any of the following:</p> <ul style="list-style-type: none"> • Any labor personnel requests of the City of Republic for this project. • Any other requests or responsibilities of the City of Republic for this project. 	<p>Base Bid: \$ <u>245,950.00</u></p> <p>Alternate #1: \$ <u>82,500.00</u></p> <p>Alternate #2: \$ <u>139,000.00</u></p> <p>Alternate #3: \$ <u>112,000.00</u></p>

In compliance with this Invitation for Bid and to all terms, conditions, and specifications imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and/or services described herein.

<p>City of Republic, Missouri</p> <p>IFB for: Water Tower Sand Blasting and Painting at Well #6 213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name: <u>Classic Protective Coatings, Inc.</u></p>
<p>Telephone: <u>719 233 4247</u></p> <p>Cellular: <u>N/A</u></p> <p>Email: <u>bd@tman@classicprotectivecoatings.com</u></p>	<p>Address: <u>17170 State Road 29</u> <u>Monomonte, WI 53151</u></p> <p>Signature: <u>Michael A Bounce</u></p> <p>Name and Title: <u>Michael Bounce - Chief of Operations</u></p> <p>Dated: <u>8.27.20</u></p> <p>Bidder's Federal ID Number: <u>50-3670919</u></p>

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

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 (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) 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 if 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 (submitting a Bid) shall comply with the provisions of Section 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 under this IFB is expressly contingent on the company (submitting a Bid) 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, Company 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 (MOU)). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidId=>

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**.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this Memorandum of Understanding on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

_____ Title

Electronically Signed

Signature

_____ Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

_____ Title

Electronically Signed

Signature

_____ Date

Sample
E-Verify
Memo of
Understanding - MOU
Electronic Signature
Page

City of Republic, Missouri
AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID

To be submitted with all Bids in response to this IFB

We **DO NOT** take exception to the IFB Documents/Requirements.

We **TAKE** exception to the IFB Documents/Requirements as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name CLASSIL Protective Coatings, Inc. **ADDENDA**

By Michael A Bunde
(Authorized Person's Signature)

Offeror acknowledges receipt of the following addendum:

Company Address 17670 State Road 05
Menomonee, WI 53151

Addendum No. _____

Telephone Number 715-233-4207

Addendum No. _____

Fax Number 715-233-4208

Addendum No. _____

Date 8.22.22

Addendum No. _____

Email b.dittman@classilprotectivecoatings.com

Federal Tax ID No. 59-3170910

DBE Vendor (Yes/No): NO Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N MAIN
REPUBLIC MO 65738

Missouri Tax ID
Number: 12492990

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

CNA SURETY

Bid Bond

Bond No. _____

CONTRACTOR:

(Name, legal status and address)
Classic Protective Coatings, Inc.
N7670 State Road 25
Menomonie, WI 54751

SURETY:

(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
City of Republic
213 North Main Ave
Republic, MO 65738

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent (10%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Water Tower Sand Blasting and Painting at Well 6

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of August, 2022.

[Handwritten Signature]

(Witness)

Classic Protective Coatings, Inc.
(Principal)
[Handwritten Signature] (Seal)
(Title) Michael Burke Chief Operations Officer

[Handwritten Signature]

(Witness)

Western Surety Company
(Surety)
[Handwritten Signature]
(Title) Stephen M. Klein Attorney-in-Fact



Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF
COUNTY OF

On this _____ day of _____, _____, before me personally appeared _____ to me known to be the person _____ described in and who executed the forgoing bond, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Dunn

On this 22nd day of August, 2022, before me personally came Michael Burke to me known, who being by me duly sworn, did depose and say; that he is the Chief Operations Officer of Classic Protective Coatings, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[Signature]

NOTARY PUBLIC
STATE OF WISCONSIN
BRYTANY DITTMAN
Notary Public

SURETY ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 22nd day of August, 2022, before me appeared STEPHEN M. KLEIN to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Western Surety Company of Sioux Falls, SD

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

[Signature] Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Wendy M Schmid, Sheryl L Cohen, Jill M Lowder, John C Klein, Lynn Dvergstén, Stephen M Klein, Kristin M Bakos, Emily Tschimperle, DeeAnn Briegel, Christine Scott, Rita Carlson, Karla Deutsch-Hunt, Tracy Chehoski, Thomas Towner, Kerri Hatton-Rudnik, Michael Zahn, Individually

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of April, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of August 2022



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Digital Seal, Signature Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of each CNA Surety company and the execution of such surety bonds by an attorney-in-fact of the CNA Surety company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of the attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 7th day of April, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 20, 2021

CLASSIC PROTECTIVE COATINGS, INC.
N 7670 STATE HWY 25
MENOMONIE, WI 54751-5928 US

Re: Document Number P00000079477

The Articles of Amendment to the Articles of Incorporation for CLASSIC PROTECTIVE COATINGS, INC., a Florida corporation, were filed on January 8, 2021.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Yasemin Y Sulker
Regulatory Specialist III
Division of Corporations

Letter Number: 921A00001285

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

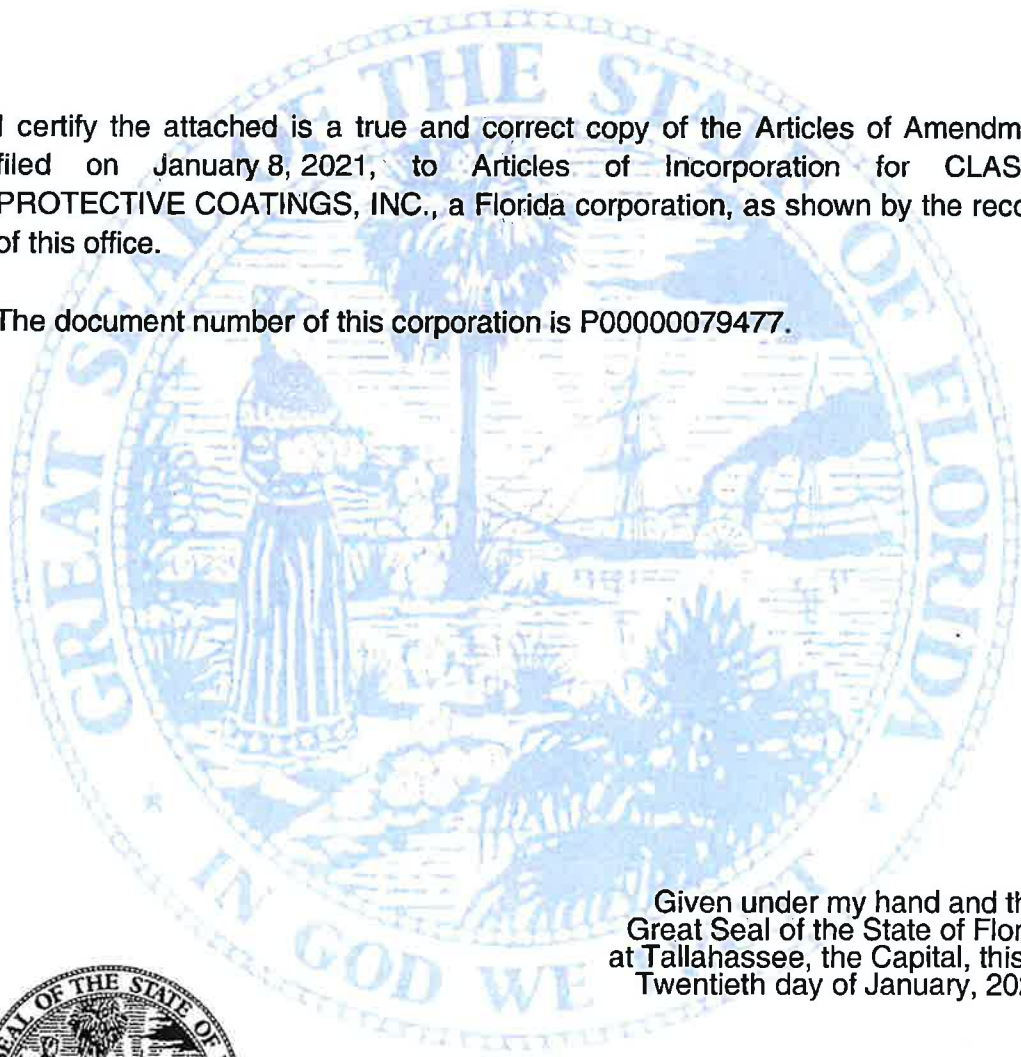
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 8, 2021, to Articles of Incorporation for CLASSIC PROTECTIVE COATINGS, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P00000079477.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2021



Laurel M. Lee
 Laurel M. Lee
 Secretary of State

CR2E022 (01-11)

Articles of Amendment
to
Articles of Incorporation
of

Classic Protective Coatings, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Check if applicable

The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

E. If amending or adding additional Articles, enter change(s) here:
(Attach additional sheets, if necessary). (Be specific)

It shall be duly noted that the position of COO (Chief Operations Officer) has the authority to sign contracts and enter into legal binding agreements on behalf of Classic Protective Coatings, Inc.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

N/A

The date of each amendment(s) adoption: October 30, 2020, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

Dated 01-05-2021

Signature Ray Witke
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Ray Witke
(Typed or printed name of person signing)

President
(Title of person signing)

ARTICLES OF INCORPORATION OF CLASSIC PROTECTIVE COATINGS, INC.

THE UNDERSIGNED subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a Corporation under the Laws of the State of Florida, specifically Chapter 607, F.S.

ARTICLE I. NAME

The name of the corporation shall be:

Classic Protective Coatings

ARTICLE II. PRINCIPAL OFFICE

The principal place of business of this Corporation shall be:

3336 Ridge Rd.

Wimauma, FL 33598-7218

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00 AUG 16 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE III. SHARES

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is 1,000 shares of common stock having a par value of \$1.00 per share.

ARTICLE IV. INITIAL REGISTERED AGENT AND STREET ADDRESS

The name of the initial Registered Agent of the Corporation shall be Ray L. Witke, and the street address for the Registered Agent of the Corporation shall be 3336 Ridge Rd., Wimauma, FL 33598-7218.

ARTICLE V. INCORPORATORS

The name and addresses of the Incorporators to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>	<u>SHARES OF COMMON</u>	<u>CONSIDERATION</u>
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STOCK ISSUED

Ray L. Witke, 3336 Ridge Rd., 100 \$100.00
Wimauma, FL 33598-7218

ARTICLE VI. OFFICERS

The names and addresses of the initial officers of the Corporation who shall hold office for the first year of the Corporation, or until their successors are elected or appointed, are:

<u>OFFICE</u>	<u>OFFICER</u>	<u>ADDRESS</u>
President	Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218
Secretary	Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218
Treasurer	Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218

ARTICLE VII. DIRECTORS

This Corporation shall have one director initially. The names and addresses of the initial members of the Board of Directors are:

<u>DIRECTOR</u>	<u>ADDRESS</u>
Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218

ARTICLE VIII. NATURE OF BUSINESS

This Corporation may engage in, or transact, any or all lawful activities or business permitted under the laws of the United States, the State of Florida, or any other State, Country, Territory or Nation. The specific purpose of this Corporation shall be sandblasting and coating water towers.

ARTICLE IX. TERM OF EXISTENCE

This Corporation is to exist perpetually.

ARTICLE X. PREEMPTIVE RIGHTS

Every shareholder upon the sale for cash of any new stock of this Corporation of the same kind, class, or series as that which he/she already holds, shall have the right to purchase his/her pro-rata share thereof at the price at which it is offered to others.

ARTICLE XI. SECTION 1244 PROVISION

The stock of this Corporation is intended to qualify under the requirements of Section 1244 of the Internal Revenue Code and the regulations issued thereunder. Such actions as are necessary will be taken by the appropriate officers to accomplish this compliance.

ARTICLE XII. BY-LAWS

The initial directors shall submit the proposed by-laws to the shareholders at a meeting to be held for that purpose not more than thirty (30) days following the issuance of the Certificate of Incorporation. Following the adoption of by-laws by unanimous vote of the shareholders, the internal affairs of the Corporation are to be regulated and managed in accordance with such by-laws.

ARTICLE XIII. TAX STATUS OF CORPORATION

It is the intent of the undersigned subscribed that the Corporation shall be treated as a subchapter C corporation for federal tax purposes.

ARTICLE XIV. NON-REGISTRATION AS SECURITY

The shares of common stock to be issued to subscriber(s) are not registered under state or federal securities laws. The subscriber(s) represent that it is the intent of the Corporation that the shares of common stock issued comply with the applicable private placement exemptions from registration under federal and state law. All stock certificates issued shall bear the legend:

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER
THE SECURITIES ACT OF 1933 IN RELIANCE UPON AN**

EXEMPTION PROVIDED IN THAT ACT AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED UNTIL THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR, UNLESS IN THE OPINION OF COUNSEL FOR THE ISSUER, REGISTRATION IS NOT REQUIRED UNDER THAT ACT.

The Corporation shall only issue shares to individuals that comply with the private placement rules, i.e., Federal Securities Act §4(2) and §517.061, F.S., and agree:

1. That no offer or sale of stock shall be made to a non-resident of the State of Florida;
2. That no offer or sale of stock shall be made to more than 35 purchasers for a period in excess of 12 months;
3. That no general solicitations or advertisements of an offer or sale of stock shall occur in Florida or any other state;
4. That before any sale of stock, each purchaser shall be given reasonable access to full and fair disclosure of all material information concerning the corporation;
5. That no person shall be paid a commission for the sale of stock or otherwise receive compensation for the sale of stock; and
6. That if sales are made to five or more persons in Florida, the purchasers shall be given a three (3) day right of rescission in accordance with §517.06(11)(a)(5).

The undersigned incorporators acknowledge they have been provided access to all material books and records of the Corporation for review, to all material contracts and documents relating to this private offering and have had an opportunity to question all appropriate officers of the Corporation concerning the private offering.

The Undersigned incorporators agree that they are purchasing their shares for investment and not with the intent to re-sell or distribute shares to the public. In the

event that incorporators wish to sell their shares in the future, such sale must qualify and satisfy all federal and state private placement exemptions.

ARTICLE IV. AMENDMENT

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

ARTICLE XVI. INFORMAL SHAREHOLDERS ACTION

The holders of not less than a majority of the issued and outstanding shares of the voting stock of the Corporation may act by written agreement without a meeting, as provided in §607.0704, F.S. and the By-laws.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 8 day of August, 2000.

Ray L. Witke
Ray L. Witke
INCORPORATOR

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above state Corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Ray L. Witke
Ray L. Witke
REGISTERED AGENT

MSW2000.FRM 101

FILED
AUG 16 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

Lead Abatement Contractor License

The person, firm or corporation whose name appears on this certificate is licensed as a Lead Abatement Contractor as set forth in the Missouri Revised Statutes 701.300-701.338 and 19 CSR 30-70.180, as long as not suspended or revoked, and is hereby authorized to engage in lead-bearing substance activities.

Issued to:

Classic Protective Coatings, Inc.
N7670 State Road 25
Menomonie, WI 54751

Issuance Date: **3/28/2022**
Expiration Date: **3/28/2024**
License Number: **090825-004396**



Paula F. Nickelson

Paula F. Nickelson
Acting Director
Department of Health and Senior Services

Lead Licensing Program, PO Box 570, Jefferson City, MO 65102

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

CLASSIC PROTECTIVE COATINGS, INC.

using in Missouri the name

CLASSIC PROTECTIVE COATINGS, INC.
F00959826

a FLORIDA entity was created under the laws of this State on the 6th day of April, 2009, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 17th day of December, 2021.


Secretary of State



Certification Number: CERT-12172021-0057

Company ID Number: 309468

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Classic Protective Coatings, inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 309468

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 309468

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 309468

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Classic Protective Coatings, inc.	
Name (Please Type or Print) John S Newkirk	Title
Signature Electronically Signed	Date 03/05/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/05/2010

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Classic Protective Coatings, inc.
Company Facility Address	N7670 State Road 25 Menomonie, WI 54751
Company Alternate Address	
County or Parish	DUNN
Employer Identification Number	593670919
North American Industry Classification Systems Code	238
Parent Company	Classic Protective Coatings, Inc.
Number of Employees	20 to 99
Number of Sites Verified for	1

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

WISCONSIN 1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Raeann K Dawson
Phone Number (715) 233 - 6267 ext. 206
Fax Number (715) 233 - 6268
Email Address rdawson@classicprotectivecoatings.com

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AGENDA ITEM ANALYSIS

Project/Issue Name: 22-R-57 A Resolution of the City Council Authorizing the City Administrator to Partner With the Springfield-Greene County Library for a Potential Land Transaction as an In-Kind Contribution to Bring a New Library to the City of Republic.

Submitted By: Andrew Nelson, Deputy City Administrator

Date: September 6, 2022

Issue Statement

A Resolution of the City of Republic, Missouri to sell City-owned property In order to contribute to the expansion of the public library.

Discussion and/or Analysis

The Republic Greene County Library desires to build a new 50,000 square foot building (approx.) in Republic and has been allocated \$4.5 million in ARPA funds, but must get matching funds and support from local agencies. This resolution would authorize the City Administrator to negotiate an Intragovernmental Agreement (IGA) that would consider the sale of land or contribution of land owned by the City in order to provide matching funds or in-kind support from the proceeds of the transaction for the library expansion.

Recommended Action

Staff recommends approval.

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO PARTNER WITH THE SPRINGFIELD-GREENE COUNTY LIBRARY FOR A POTENTIAL LAND TRANSACTION AS AN IN-KIND CONTRIBUTION TO BRING A NEW LIBRARY TO THE CITY OF REPUBLIC

WHEREAS, the City of Republic, Missouri (“City” or “Republic”) is a municipal corporation and Charter City located in Greene County, Missouri, being duly organized and existing under the laws of the State of Missouri; and

WHEREAS, due to the City’s ongoing rapid growth and development, the Republic citizenship has outpaced the capacity of the City’s current library facility; and

WHEREAS, with the projected growth rate of the community, additional library space within the City, having a large auditorium, multiple conference rooms and co-work spaces, is essential to providing the community members with educational opportunities and resources; and

WHEREAS, the Springfield-Greene County Library has secured \$4.5 million dollars in American Rescue Plan Act (ARPA) funds available for installing the new library in Republic; and

WHEREAS, the City’s residents and the public in general would significantly benefit from the City’s participation in a collective regional effort to bring the new library to Republic (“the Initiative”); and

WHEREAS, the City owns real property it could offer as an in-kind contribution to the Initiative, in exchange for certain terms to be set forth in an intergovernmental agreement between the City and Springfield-Greene County Library, which would include, but not necessarily be limited to, installation of the library in the City, completion of the facility by 2027 and the City’s permissive use of the new library facility for City meetings and events; and

WHEREAS, City staff recommends the authorization by Council for the City to partner with the Springfield-Greene County Library for a potential land transaction as an in-kind contribution to a new library within the City that would provide the citizens with much needed space and resources for continued educational development and opportunities of the residents and surrounding communities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF REPUBLIC, MISSOURI, AS FOLLOWS:

Section 1: The City Administrator, or his designee(s), on behalf of the City, is hereby authorized to partner with the Springfield-Greene County Library for a potential land transaction as an in-kind contribution to an initiative designed to bring a new library facility to the City of Republic.

Section 2: The City Administrator, and/or his designee(s), on behalf of the City, is authorized to take the necessary steps to execute this Resolution, including (but not necessarily limited to) the execution of an intergovernmental agreement between the City and Springfield-Greene County Library, the terms and substance of which are subject to additional, separate Council approval.

Section 3: The WHEREAS clauses are hereby specifically incorporated herein by reference.

Section 4: This Resolution shall become effective on and after the date of passage and approval as provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Republic, Missouri, this _____ day of _____, 2022.

Matt Russell, Mayor

Attest:

Laura Burbridge, City Clerk

Approved as to Form:



Megan McCullough, City Attorney

Final Passage and Vote: