



City of Republic - Invitation for Bid

Waterline Material Bulk bid for the Remainder of 2022 and through 2023

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 3:15 P.M. on Monday, August 1, 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 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. Bidders do not necessarily need to bid all requested categories, but it is encouraged.
- August 16th, 2022 until December 31st, 2023 or until superseded by another bid.
- **City intends to award all responsive bidders** to the on-call list for service so if the lowest bidder is unable to provide material/service in an acceptable time, the next lowest bidder may be used.
- Bids will be taken to City Council for approval on **Tuesday August 16, 2022.** Notice to proceed shall follow immediately upon and following approval granted by City Council.

DESCRIPTION:

Waterline materials and accessories furnishing and delivery as listed in bid sheet.

Costs

As part of this Bid, a fuel index or surcharge shall be permitted however, needs to be outlined in this bid. Please outline fuel cost adjustment method in the space provided under bid table. E.g. – "if Diesel price exceeds \$7.00 per gallon, an additional \$2.00 will be added to per/CY cost." Or, attach table with adjustment values based on cost of fuel.

The City of Republic will utilize the U.S. Energy Information Administration Weekly Retail Gasoline and Diesel Prices for the Midwest region (PADD 2), to verify adjustments as necessary.

https://www.eia.gov/dnav/pet/PET_PRI_GND_A_EPD2D_PTE_DPGAL_W.htm

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 3:15 P.M. on Monday, August 1, 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 responding Bidders 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, Bidders 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

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

| Item | Description of Work | Price |
|------------------------|---|---|
| <p>Base Bid</p> | <ul style="list-style-type: none"> • Waterline Material Bulk bid • All Bids to include: <ul style="list-style-type: none"> ○ Travel Expenses ○ Delivery Costs ○ Administrative costs • This bid shall serve from execution, expected on August 16th, 2022 until December 31st, 2023 or until superseded by another bid. <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>\$ <u>Fill out Table on next page(s)</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.

| Item | Description and Manufacturer | Unit \$ | PRICE FIRM DATE |
|------------------------------|---|------------|--|
| Hersey Water Meter 5/8"x1/2" | SENSUS Iperl 5/8x1/2 w/itron | \$103.00 | Pricing firm until vendors raise pricing |
| Hersey Water Meter 1" | SENSUS IPERL 1 W/ITRON | \$241.34 | Pricing firm until vendors raise pricing |
| Hersey Water Meter 2" | SENSUS 2 W/ITRON | \$790.68 | Pricing firm until vendors raise pricing |
| Meter Setter 5/8"x 1/2" | 12" tall, Ball Valve Locking Tap, Duel Purpose Nut 3/4" FNPT | \$154.98 | 12/31/2023 |
| Meter Setter 1" | 12" tall, Ball Valve Locking Tap, Duel Purpose Nut 3/4" FNPT | \$276.09 | 12/31/2023 |
| Meter Setter 1-1/2" | 15" tall, Duel Ball Valve, Low Bypass Locking Tap, 1-1/2" FNPT | \$1,010.15 | 12/31/2023 |
| Meter Setter 2" | 15" tall, Duel Ball Valve, Low Bypass Locking Tap, 2" FNPT | \$1,134.98 | 12/31/2023 |
| Meter Re-Setter 5/8"x1/2" | Low Rise Horizontal Ball Valve Locking Tap | \$127.31 | 12/31/2023 |
| Corp Stop | 3/4" AWWA x 3/4" CTS Compression | \$34.57 | 12/31/2023 |
| Corp Stop | 1" AWWA x 1" CTS Compression | \$52.29 | 12/31/2023 |
| Corp Stop | 2" MNPT x 2" FNPT | \$235.92 | 12/31/2023 |
| Fitting | 3/4" x 3/4" CTS Compression | \$19.30 | 12/31/2023 |
| Fitting | 3/4" x 1" CTS Compression | \$22.43 | 12/31/2023 |
| Fitting | 3/4" MNPT x 1" CTS Compression | \$17.56 | 12/31/2023 |
| Fitting | 3/4" MNPT X 3/4" CTS Compression | \$15.85 | 12/31/2023 |
| Fitting | 3/4" MNPT x 3/4" PVC Compression | \$20.99 | 12/31/2023 |
| Fitting | 3/4" MNPT x 1" PVC Compression | \$31.33 | 12/31/2023 |
| Fitting | 1" MNPT x 1" PVC Compression | \$32.78 | 12/31/2023 |
| Fitting | 3/4" CTS x 1" PVC Compression | \$36.51 | 12/31/2023 |
| Fitting | 1" x 1" CTS Compression | \$22.09 | 12/31/2023 |
| Fitting | 1" x 1" PVC Compression | \$47.87 | 12/31/2023 |
| Fitting | 3/4" x 3/4" PVC Compression | \$28.21 | 12/31/2023 |
| Fitting | 3/4" CTS x 1" PVC Compression | \$36.51 | 12/31/2023 |
| Fitting | 5/8" x 1/2" Straight Meter Ball Valve with locking Tap x 3/4" FNPT | \$38.47 | 12/31/2023 |
| Fitting | 5/8" x 1/2" 90 Degree Meter Ball Valve with Locking Tap x 3/4" FNPT | \$38.07 | 12/31/2023 |
| Fitting | 1" CTS 90 Degree Compression | \$24.95 | 12/31/2023 |
| Fitting | 3/4" CTS 90 Degree Compression | \$21.89 | 12/31/2023 |
| Fitting | 3/4" FNPT x FNPT 90 | \$3.66 | 7/30/2023 |
| Fitting | 1" FNPT x FNPT 90 | \$5.64 | 7/30/2023 |
| Fitting | 1-1/2" FNPT x FNPT 90 | \$11.20 | 7/30/2023 |
| Fitting | 2" FNPT x FNPT 90 | \$18.22 | 7/30/2023 |
| Fitting | 3/4" Street 90 | \$4.76 | 7/30/2023 |
| Fitting | 1" Street 90 | \$7.88 | 7/30/2023 |
| Fitting | 1-1/2" Street 90 | \$15.70 | 7/30/2023 |
| Fitting | 2" Street 90 | \$26.62 | 7/30/2023 |
| Fitting | 3/4" FNPT x FNPT 45 | \$3.66 | 7/30/2023 |
| Fitting | 1" FNPT x FNPT 45 | \$6.17 | 7/30/2023 |
| Fitting | 1-1/2" FNPT x FNPT 45 | \$12.36 | 7/30/2023 |
| Fitting | 2" FNPT x FNPT 45 | \$20.04 | 7/30/2023 |
| Fitting | 3/4" FNPT x FNPT Coupling | \$2.96 | 7/30/2023 |
| Fitting | 1" FNPT x FNPT Coupling | \$4.50 | 7/30/2023 |
| Fitting | 1-1/2" FNPT x FNPT Coupling | \$9.54 | 7/30/2023 |

| Item | Description and Manufacturer | Unit \$ | |
|-------------|-------------------------------------|----------------|------------|
| Fitting | 2" FNPT x FNPT Coupling | \$15.70 | 7/30/2023 |
| Fitting | 3/4" Nipple 2" Long | \$2.10 | 7/30/2023 |
| Fitting | 3/4" Nipple 4" Long | \$3.66 | 7/30/2023 |
| Fitting | 1" Nipple 2" Long | \$3.03 | 7/30/2023 |
| Fitting | 1" Nipple 4" Long | \$5.29 | 7/30/2023 |
| Fitting | 1-1/2" Nipple 2" Long | \$5.18 | 7/30/2023 |
| Fitting | 1-1/2" Nipple 4" Long | \$9.28 | 7/30/2023 |
| Fitting | 2" Nipple 2" Long | \$7.33 | 7/30/2023 |
| Fitting | 2" Nipple 4" Long | \$11.94 | 7/30/2023 |
| Fitting | 1-1/2" x 2" Bushing | \$9.54 | 7/30/2023 |
| Fitting | 1" x 2" Bushing | \$11.50 | 7/30/2023 |
| Fitting | 3/4" x 1" Bushing | \$2.96 | 7/30/2023 |
| Fitting | 1/2" 3/4" Coupling | \$3.56 | 7/30/2023 |
| Fitting | 3/4" x 1" Coupling | \$7.03 | 7/30/2023 |
| Fitting | 1-1/2" x 1-1/2" CTS Compression | \$73.89 | 12/31/2023 |
| Fitting | 2" x 2" CTS Compression | \$99.74 | 12/31/2023 |
| Fitting | 2" CTS x 2" PVC Compression | \$118.65 | 12/31/2023 |
| Fitting | 2" MIP x 2" CTS Compression | \$74.92 | 12/31/2023 |
| Fitting | 2" MIP x 2" PVC Compression | \$93.61 | 12/31/2023 |
| Fitting | 1-1/2" x 1-1/2" CTS Compression | \$73.89 | 12/31/2023 |
| Fitting | 1-1/2" x 1-1/2" PVC Compression | \$93.39 | 12/31/2023 |
| Fitting | 2" FIP Tee | \$25.23 | 7/30/2023 |
| Fitting | 2" Street 45 | \$28.87 | 7/30/2023 |
| Fitting | 1-1/2" Street 45 | \$17.04 | 7/30/2023 |
| Fitting | 2" MIP Plug | \$8.43 | 7/30/2023 |
| Fitting | 2" FIP Cap | \$12.88 | 7/30/2023 |
| Fitting | 1-1/2" MNPT Plug | \$5.35 | 7/30/2023 |
| Fitting | 1-1/2" FNPT Cap | \$7.59 | 7/30/2023 |
| Fitting | 1" MIP Plug | \$2.82 | 7/30/2023 |
| Fitting | 1" FIP Cap | \$3.71 | 7/30/2023 |
| Fitting | 3/4" MIP Plug | \$2.20 | 7/30/2023 |
| Fitting | 3/4" FIP Cap | \$2.37 | 7/30/2023 |
| Fitting | 1/2" MIP Plug | \$1.88 | 7/30/2023 |
| Fitting | 1/2" FIP Cap | \$1.79 | 7/30/2023 |
| Fitting | 3/4" x 3/4" FNPT strait ball valve | \$54.40 | 12/31/2023 |
| Fitting | 1" x 1" FNPT strait ball valve | \$84.56 | 12/31/2023 |
| Fitting | 2" x 2" FNPT strait ball valve | \$253.23 | 12/31/2023 |
| Saddles | 2" IPS x 3/4" AWWA Hinged | \$21.65 | 12/31/2023 |
| Saddles | 2" IPS x 1" AWWA Hinged | \$21.65 | 12/31/2023 |
| Saddles | 4" IPS x 3/4" AWWA Hinged | \$33.62 | 12/31/2023 |
| Saddles | 4" IPS x 1" AWWA Hinged | \$33.62 | 12/31/2023 |
| Saddles | 6" IPS x 3/4" AWWA Hinged | \$50.15 | 12/31/2023 |
| Saddles | 6" IPS x 1" AWWA Hinged | \$50.15 | 12/31/2023 |
| Saddles | 8" IPS x 3/4" AWWA Hinged | \$68.93 | 12/31/2023 |
| Saddles | 8" IPS x 1" AWWA Hinged | \$68.93 | 12/31/2023 |
| Saddles | 10" IPS x 3/4" AWWA Hinged | \$132.97 | 12/31/2023 |
| Saddles | 10" IPS x 1" AWWA Hinged | \$132.97 | 12/31/2023 |
| Saddles | 12" IPS x 3/4" AWWA Hinged | \$176.90 | 12/31/2023 |
| Item | Description and Manufacturer | Unit \$ | |
| Saddles | 12" IPS x 1" AWWA Hinged | \$176.90 | 12/31/2023 |

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|-------------|--|----------------|---------------|------------|
| Saddles | 2" DIPS x 3/4" AWWA Double Strap | \$19.91 | | 8/15/2023 |
| Saddles | 2" DIPS x 1" AWWA Double Strap | \$19.91 | | 8/15/2023 |
| Saddles | 4" DIPS x 3/4" AWWA Double Strap | \$28.99 | | 8/15/2023 |
| Saddles | 4" DIPS x 1" AWWA Double Strap | \$29.04 | | 8/15/2023 |
| Saddles | 6" DIPS x 3/4" AWWA Double Strap | \$33.33 | | 8/15/2023 |
| Saddles | 6" DIPS x 1" AWWA Double Strap | \$33.36 | | 8/15/2023 |
| Saddles | 8" DIPS x 3/4" AWWA Double Strap | \$40.59 | | 8/15/2023 |
| Saddles | 8" DIPS x 1" AWWA Double Strap | \$40.41 | | 8/15/2023 |
| Saddles | 10" DIPS x 3/4" AWWA Double Strap | \$44.83 | | 8/15/2023 |
| Saddles | 10" DIPS x 1" AWWA Double Strap | \$44.86 | | 8/15/2023 |
| Saddles | 12" DIPS x 3/4" AWWA Double Strap | \$53.08 | | 8/15/2023 |
| Saddles | 12" DIPS x 1" AWWA Double Strap | \$53.08 | | 8/15/2023 |
| Saddles | 2" DIPS x 2" FNPT Double Strap | no quote | not available | |
| Saddles | 4" DIPS x 2" FNPT Double Strap | \$62.80 | | 8/15/2023 |
| Saddles | 6" DIPS x 2" FNPT Double Strap | \$70.66 | | 8/15/2023 |
| Saddles | 8" DIPS x 2" FNPT Double Strap | \$80.76 | | 8/15/2023 |
| Saddles | 10" DIPS x 2" FNPT Double Strap | \$97.58 | | 8/15/2023 |
| Saddles | 12" DIPS x 2" FNPT Double Strap | \$112.16 | | 8/15/2023 |
| Saddles | 2" IPS x 2" FNPT Hinged | no quote | not available | |
| Saddles | 4" IPS x 2" FNPT hinged | \$72.40 | | 12/31/2023 |
| Saddles | 6" IPS x 2" FNPT Hinged | \$94.63 | | 12/31/2023 |
| Saddles | 8" IPS x 2" FNPT Hinged | \$97.57 | | 12/31/2023 |
| Saddles | 10" IPS x 2" FNPT Hinged | \$189.70 | | 12/31/2023 |
| Saddles | 12" IPS x 2" FNPT Hinged | \$204.36 | | 12/31/2023 |
| Clamps | 3/4" IPS x 3" Long Full Circle Stainless Bolt Smith-Blair | \$29.82 | | 8/15/2023 |
| Clamps | 3/4" IPS x 6" Long Full Circle Stainless Bolt Smith-Blair | \$53.71 | | 8/15/2023 |
| Clamps | 3/4" CTS x 3" Long Full Circle Stainless Bolt Smith-Blair | \$29.82 | | 8/15/2023 |
| Clamps | 3/4" CTS x 6" Long Full Circle Stainless Bolt Smith-Blair | \$51.66 | | 8/15/2023 |
| Clamps | 1" IPS x 3" Long Full Circle Stainless Bolt Smith-Blair | \$31.37 | | 8/15/2023 |
| Clamps | 1" IPS x 6" Long Full Circle Stainless Bolt Smith-Blair | \$54.22 | | 8/15/2023 |
| Clamps | 1" CTS x 3" Long Full Circle Stainless Bolt Smith-Blair | \$30.99 | | 8/15/2023 |
| Clamps | 1" CTS x 6" Long Full Circle Stainless Bolt Smith-Blair | \$53.88 | | 8/15/2023 |
| Clamps | 1-1/2" IPS x 3" Long Full Circle Stainless Bolt Smith-Blair | \$32.53 | | 8/15/2023 |
| Clamps | 1-1/2" IPS 6" Long Full Circle Stainless Bolt Smith-Blair | \$55.49 | | 8/15/2023 |
| Clamps | 1-1/2" CTS 3" Long Full Circle Stainless Bolt Smith-Blair | \$31.77 | | 8/15/2023 |
| Item | Description and Manufacturer | Unit \$ | | |
| Clamps | 1-1/2" CTS 6" Long Full Circle Stainless Bolt Smith-Blair | \$54.75 | | 8/15/2023 |

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|-------------|--|----------------|---------------|-----------|
| Clamps | 1-1/2" DIPS 226 Style 7 1/2" Long Smith-Blair | no quote | not available | |
| Clamps | 2" DIPS 226 Style 7 1/2" Long | \$72.71 | | 8/15/2023 |
| Clamps | 4" DIPS 226 Style 7 1/2" Long | \$83.26 | | 8/15/2023 |
| Clamps | 6" DIPS 226 Style 7 1/2" Long | \$103.72 | | 8/15/2023 |
| Clamps | 8" DIPS 226 Style 7 1/2" Long | \$119.77 | | 8/15/2023 |
| Clamps | 10" DIPS 226 Style 7 1/2" Long | \$134.91 | | 8/15/2023 |
| Clamps | 12" DIPS 226 Style 7 1/2" Long | \$134.91 | | 8/15/2023 |
| Clamps | 1-1/2" DIPS 226 Style 12 1/2" Long Smith-Blair | \$110.98 | | 8/15/2023 |
| Clamps | 2" DIPS 226 Style 12 1/2" Long | \$119.21 | | 8/15/2023 |
| Clamps | 4" DIPS 226 Style 12 1/2" Long | \$135.99 | | 8/15/2023 |
| Clamps | 6" DIPS 226 Style 12 1/2" Long | \$150.55 | | 8/15/2023 |
| Clamps | 8" DIPS 226 Style 12 1/2" Long | \$166.68 | | 8/15/2023 |
| Clamps | 10" DIPS 226 Style 12 1/2" Long | \$194.05 | | 8/15/2023 |
| Clamps | 12" DIPS 226 Style 12 1/2" Long | \$219.05 | | 8/15/2023 |
| Clamps | 1-1/2" PVC IPS 226 Style 7 1/2" Long Smith-Blair | \$54.49 | | 8/15/2023 |
| Clamps | 2" PVC IPS 226 Style 7 1/2" Long Smith-Blair | \$64.80 | | 8/15/2023 |
| Clamps | 4" PVC IPS 226 Style 7 1/2" Long Smith-Blair | \$80.26 | | 8/15/2023 |
| Clamps | 6" PVC IPS 226 Style 7 1/2" Long Smith-Blair | \$109.40 | | 8/15/2023 |
| Clamps | 8" PVC IPS 226 Style 7 1/2" Long Smith-Blair | \$101.39 | | 8/15/2023 |
| Clamps | 10" PVC IPS 226 Style 7 1/2" Long Smith-Blair | \$114.40 | | 8/15/2023 |
| Clamps | 12" PVC IPS 226 Style 7 1/2" Long Smith-Blair | \$132.74 | | 8/15/2023 |
| Clamps | 1-1/2" PVC IPS 226 Style 12 1/2" Long Smith-Blair | \$110.98 | | 8/15/2023 |
| | | | | 8/15/2023 |
| Clamps | 2" PVC IPS 226 Style 12 1/2" Long Smith-Blair | \$97.84 | | 8/15/2023 |
| Clamps | 4" PVC IPS 226 Style 12 1/2" Long Smith-Blair | \$131.36 | | 8/15/2023 |
| Clamps | 6" PVC IPS 226 Style 12 1/2" Long Smith-Blair | \$149.63 | | 8/15/2023 |
| Clamps | 8" PVC IPS 226 Style 12 1/2" Long Smith-Blair | \$163.15 | | 8/15/2023 |
| Clamps | 10" PVC IPS 226 Style 12 1/2" Long Smith-Blair | \$192.92 | | 8/15/2023 |
| Clamps | 12" PVC IPS 226 Style 12 1/2" Long Smith-Blair | \$212.57 | | 8/15/2023 |
| Clamps | 2" PVC IPS Collar | \$76.32 | | 8/15/2023 |
| Clamps | 4" PVC IPS Collar | \$96.23 | | 8/15/2023 |
| Item | Description and Manufacturer | Unit \$ | | |
| Clamps | 6" PVC IPS Collar | \$109.40 | | 8/15/2023 |
| Clamps | 8" PVC IPS Collar | \$120.32 | | 8/15/2023 |
| Clamps | 10" PVC IPS Collar | \$124.37 | | 8/15/2023 |
| Clamps | 12" PVC IPS Collar | \$137.06 | | 8/15/2023 |

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|----------------------|--------------------------------------|----------------|------------|
| Clamps | 4" DIPS Bell Joint | \$156.15 | 8/15/2023 |
| Clamps | 6" DIPS bell Joint | \$176.94 | 8/15/2023 |
| Clamps | 8" DIPS Bell Joint | \$256.50 | 8/15/2023 |
| Clamps | 10" DIPS Bell Joint | \$305.56 | 8/15/2023 |
| Clamps | 12" DIPS Bell Joint | \$321.57 | 8/15/2023 |
| Tap saddle | 4" x 4" PVC IPS | \$556.39 | 8/15/2023 |
| Tap saddle | 6" x 6" PVC IPS | \$681.17 | 8/15/2023 |
| Tap saddle | 8" x 8" PVC IPS | \$1,025.46 | 8/15/2023 |
| Tap saddle | 10" x 10" PVC IPS | \$1,476.52 | 8/15/2023 |
| Tap saddle | 12" x 12" PVC IPS | \$1,838.89 | 8/15/2023 |
| Tap saddle | 4" x 4" DIPS Cast/Ductile | \$556.39 | 8/15/2023 |
| Tap saddle | 6" x 6" DIPS Cast/Ductile | \$688.35 | 8/15/2023 |
| Tap saddle | 8" x 8" DIPS Cast/Ductile | \$1,035.95 | 8/15/2023 |
| Tap saddle | 10" x 10" DIPS Cast/Ductile | \$1,493.82 | 8/15/2023 |
| Tap Saddle | 12" x 12" DIP112" X 12" Cast/Ductile | \$1,829.55 | 8/15/2023 |
| Valve | 4" MJ x MJ | \$698.85 | 12/31/2023 |
| Valve | 6" MJ x MJ | \$891.39 | 12/31/2023 |
| Valve | 8" MJ x MJ | \$1,419.68 | 12/31/2023 |
| Valve | 10" MJ x MJ | \$2,213.57 | 12/31/2023 |
| Valve | 12" MJ x MJ | \$2,800.97 | 12/31/2023 |
| Valve | 4" MJ x Flange | \$666.80 | 12/31/2023 |
| Valve | 6" MJ x Flange | \$891.39 | 12/31/2023 |
| Valve | 8" MJ x Flange | \$1,392.92 | 12/31/2023 |
| Valve | 10" MJ x Flange | \$2,213.57 | 12/31/2023 |
| Valve | 12" MJ x Flange | \$2,672.50 | 12/31/2023 |
| Valve | 2" MJ x MJ | \$441.36 | 12/31/2023 |
| Valve | 2" Thread x thread | \$426.59 | 12/31/2023 |
| Screw Type Valve Box | 5625 | \$87.31 | 12/31/2023 |
| Foster Adaptor | 4" MJ | \$101.99 | 7/31/2023 |
| Foster Adaptor | 6" MJ | \$125.46 | 7/31/2023 |
| Foster Adaptor | 8" MJ | \$173.42 | 7/31/2023 |
| Foster Adaptor | 10" MJ | \$232.61 | 7/31/2023 |
| Foster Adaptor | 12" MJ | \$270.36 | 7/31/2023 |
| Midco | 2" MJ | \$37.44 | 7/31/2023 |
| MJ Restraint | 4" PVC | \$29.64 | 12/31/2023 |
| MJ Restraint | 6" PVC | \$36.02 | 12/31/2023 |
| MJ Restraint | 8" PVC | \$53.24 | 12/31/2023 |
| MJ Restraint | 10" PVC | \$100.63 | 12/31/2023 |
| MJ Restraint | 12" PVC | \$105.96 | 12/31/2023 |
| MJ Restraint | 4" IRON | \$24.47 | 12/31/2023 |
| MJ Restraint | 6" IRON | \$28.78 | 12/31/2023 |
| MJ Restraint | 8" IRON | \$43.25 | 12/31/2023 |
| MJ Restraint | 10" IRON | \$64.10 | 12/31/2023 |
| Item | Description and Manufacturer | Unit \$ | |
| MJ Restraint | 12" IRON | \$93.38 | 12/31/2023 |
| Hymax Grip | 2" | \$198.96 | 7/31/2023 |
| Hymax Grip | 4" | \$260.89 | 7/31/2023 |
| Hymax Grip | 6" | \$359.33 | 7/31/2023 |
| Hymax Grip | 8" | \$464.10 | 7/31/2023 |
| Hymax Grip | 10" | \$589.11 | 7/31/2023 |
| Hymax Grip | 12" | \$693.58 | 7/31/2023 |

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|--------------|-------------------------------------|----------------|--|
| Fire Hydrant | Safety Yellow, 5-1/4", 4' Bury | \$2,890.39 | 12/31/2023 |
| MJ Fitting | 4" TEE | \$79.60 | 12/31/2023 |
| MJ Fitting | 4" Sleeve | \$53.84 | 12/31/2023 |
| MJ Fitting | 4" Anchor 12" Long | \$93.88 | 12/31/2023 |
| MJ Fitting | 4" 11-1/4" | \$46.02 | 12/31/2023 |
| MJ Fitting | 4" 22-1/2" | \$47.86 | 12/31/2023 |
| MJ Fitting | 4" 90 | \$60.74 | 12/31/2023 |
| MJ Fitting | 4" MJ x Flange | \$57.98 | 12/31/2023 |
| MJ Fitting | 4" Plain x MJ 90 | \$72.24 | 12/31/2023 |
| MJ Fitting | 4" 45 | \$50.62 | 12/31/2023 |
| MJ Fitting | 6" Tee | \$142.62 | 12/31/2023 |
| MJ Fitting | 6" Sleeve | \$90.18 | 12/31/2023 |
| MJ Fitting | 6" Anchor 18" Long | \$182.13 | 12/31/2023 |
| MJ Fitting | 6" Anchor 12" Long | \$165.23 | 12/31/2023 |
| MJ Fitting | 6" 11-1/4" | \$76.84 | 12/31/2023 |
| MJ Fitting | 6" 22-1/2 | \$73.16 | 12/31/2023 |
| MJ Fitting | 6" 45 | \$80.52 | 12/31/2023 |
| MJ Fitting | 6" 90 | \$99.38 | 12/31/2023 |
| MJ Fitting | 6" Flange x MJ | \$79.60 | 12/31/2023 |
| MJ Fitting | 6" Plain End x MJ 90 | \$119.14 | 12/31/2023 |
| MJ Fitting | 8" TEE | \$213.46 | 12/31/2023 |
| MJ Fitting | 8" Sleeve | \$144.92 | 12/31/2023 |
| MJ Fitting | 8" Anchor 12" long | \$211.70 | 12/31/2023 |
| MJ Fitting | 8" 11-1/4 | \$103.98 | 12/31/2023 |
| MJ Fitting | 8" 22-1/2 | \$114.56 | 12/31/2023 |
| MJ Fitting | 8" 45 | \$117.32 | 12/31/2023 |
| MJ Fitting | 8" 90 | \$143.55 | 12/31/2023 |
| MJ Fitting | 8" Flange x MJ | \$119.62 | 12/31/2023 |
| MJ Fitting | 8" Plain End x MJ 90 | \$169.30 | 12/31/2023 |
| MJ Fitting | 10" TEE | \$304.54 | 12/31/2023 |
| MJ Fitting | 10" Sleeve | \$173.44 | 12/31/2023 |
| MJ Fitting | 10" Anchor 12" Long | \$375.98 | 12/31/2023 |
| MJ Fitting | 10" 11-1/4 | \$167.92 | 12/31/2023 |
| MJ Fitting | 10" 22-1/2 | \$168.84 | 12/31/2023 |
| MJ Fitting | 10" 45 | \$169.30 | 12/31/2023 |
| MJ Fitting | 10" 90 | \$227.26 | 12/31/2023 |
| MJ Fitting | 10" Flange x MJ | \$207.48 | 12/31/2023 |
| MJ Fitting | 10" Plain end x MJ 90 | \$265.44 | 12/31/2023 |
| MJ Fitting | 12" TEE | \$425.06 | 12/31/2023 |
| MJ Fitting | 12" Sleeve | \$233.24 | 12/31/2023 |
| MJ Fitting | 12" Anchor 12" Long | \$557.17 | 12/31/2023 |
| Item | Description and Manufacturer | Unit \$ | |
| MJ Fitting | 12" 11-1/4 | \$207.48 | 12/31/2023 |
| MJ Fitting | 12" 22-1/2 | \$221.28 | 12/31/2023 |
| MJ fitting | 12" 45 | \$253.02 | 12/31/2023 |
| MJ Fitting | 12" 90 | \$305.92 | 12/31/2023 |
| MJ Fitting | 12" Flange x MJ | \$265.44 | 12/31/2023 |
| MJ Fitting | 12" Plain end X MJ 90 | \$346.40 | 12/31/2023 |
| Pipe | 3/4" CTS C-901 ADS PolyFlex | \$0.40 | Pricing firm until vendors raise pricing |

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|---------------|-----------------------------|----------|--|
| Pipe | 1" CTS C-901 ADS PolyFlex | \$0.66 | Pricing firm until vendors raise pricing |
| Stiffeners | 3/4" CTS C-901 ADS PolyFlex | \$1.52 | Pricing firm until vendors raise pricing |
| Stiffeners | 1" CTS C-901 ADS PolyFlex | \$1.60 | Pricing firm until vendors raise pricing |
| Pipe | 1/2" SCH 40 | \$0.75 | Pricing firm until vendors raise pricing |
| Pipe | 3/4" SCH 40 | \$0.86 | Pricing firm until vendors raise pricing |
| Pipe | 3/4" SCH 80 | \$1.71 | Pricing firm until vendors raise pricing |
| Pipe | 1" SCH 40 | \$1.10 | Pricing firm until vendors raise pricing |
| Pipe | 1" SCH 80 | \$1.95 | Pricing firm until vendors raise pricing |
| Pipe | 2" SCH 40 | \$2.28 | Pricing firm until vendors raise pricing |
| Pipe | 2" SCH 80 | \$3.83 | Pricing firm until vendors raise pricing |
| Pipe | 3" SCH 40 | \$4.55 | Pricing firm until vendors raise pricing |
| Pipe | 3" SCH 80 | \$6.17 | Pricing firm until vendors raise pricing |
| Pipe | 4" SCH 40 | \$6.17 | Pricing firm until vendors raise pricing |
| Pipe | 4" SDR 21 Class 200 | \$5.76 | Pricing firm until vendors raise pricing |
| Pipe | 6" SDR 21 Class 200 | \$12.15 | Pricing firm until vendors raise pricing |
| Pipe | 8" SDR SDR 21 Class 200 | \$20.36 | Pricing firm until vendors raise pricing |
| Pipe | 10" SDR 21 Class 200 | \$31.50 | Pricing firm until vendors raise pricing |
| Pipe | 12" SDR 21 Class 200 | \$44.35 | Pricing firm until vendors raise pricing |
| Meter Pit | 18" X 30" | \$63.37 | Pricing firm until vendors raise pricing |
| Meter Pit | 24" X 30" | \$114.46 | Pricing firm until vendors raise pricing |
| Meter Pit | 30" X 30" | \$180.95 | Pricing firm until vendors raise pricing |
| Meter Pit | 36" X 30" | \$229.49 | Pricing firm until vendors raise pricing |
| Meter Pit lid | 18" Raised Two Piece | \$64.89 | 12/31/2023 |
| Meter Ring | 24" X 18" | \$53.67 | 12/31/2023 |
| Meter Ring | 30" X 18" | \$91.31 | 12/31/2023 |
| Meter Ring | 36" X 18" | \$155.50 | 12/31/2023 |
| Tracer Wire | 12 Gauge | \$48.24 | Pricing firm until vendors raise pricing |
| Wire Nuts | Sealed Bury | \$4.17 | Pricing firm until vendors raise pricing |

| | | | | |
|--------|-----------------------------------|---------|--|------------|
| Gasket | 2" MJ | \$4.70 | | 12/31/2023 |
| Gasket | 2" Trans | \$4.23 | | 12/31/2023 |
| Gasket | 4" MJ | \$5.64 | | 12/31/2023 |
| Gasket | 4" Trans | \$6.11 | | 12/31/2023 |
| Gasket | 6" MJ | \$5.64 | | 12/31/2023 |
| Gasket | 6" Trans | \$6.58 | | 12/31/2023 |
| Gasket | 8" MJ | \$6.11 | | 12/31/2023 |
| Gasket | 8" Trans | \$9.39 | | 12/31/2023 |
| Gasket | 10" MJ | \$8.45 | | 12/31/2023 |
| Gasket | 10" Trans | \$10.80 | | 12/31/2023 |
| Gasket | 12" MJ | \$9.39 | | 12/31/2023 |
| Gasket | 12" Trans | \$11.74 | | 12/31/2023 |
| Bolts | Tee Bolt MJ fittings 3/4x4 t-head | \$2.03 | | 12/31/2023 |

| |
|--|
| BRASS ITEMS MUST BE: AY McDonald, Ford, Muller, or Equivalent |
| MJ FITTINGS MUST BE: Taylor-Sigma or equivalent |
| GATE VALVES MUST BE: Clow, Muller |
| HYDRANTS MUST BE: Clow, Muller |
| MJ RESTRAINTS MUST BE: Mege Lug or equivalent |

Please outline Fuel adjustment method here or attach (if choosing to do so):

N/A

| | |
|--|--|
| <p>City of Republic, Missouri</p> <p>IFB for: Conc Waterline Material Bulk bid rete as requested 8/16/22 through 12/31/23</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p> | <p>Company Legal Name:</p> <hr/> |
| | <p>Address:</p> <hr/> <hr/> |
| | <p>Signature:</p> <hr/> <p>Name and Title:</p> <hr/> |
| <p>Telephone: _____</p> <p>Cellular: _____</p> <p>Email: _____</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**.

REPUBLIC
MISSOURI
GROWING TOGETHER

CITY OF REPUBLIC, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

EFFECTIVE 1/1/2009

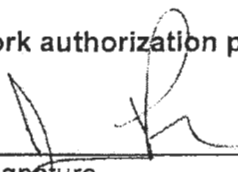
STATE OF OKLAHOMA)
) ss.
COUNTY OF ROGERS)

Before me, the undersigned Notary Public, in and for the County of ROGERS, State of OKLAHOMA, personally appeared JERRY POPE (Name) who is DISTRICT MANAGER (Title) of CORE & MAIN LP (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and after being duly sworn did depose and say:

- (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 R.S. Mo., et seq.

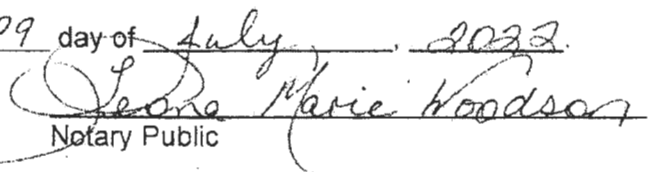
Documentation of participation in a federal work authorization program is attached to this affidavit.



Signature
JERRY POPE

Printed Name

Subscribed and sworn to before me this 29 day of July, 2022.



Notary Public

My commission expires: 3/18/2025

LEONA MARIE WOODSON
Notary Public, State of Oklahoma
Commission # 13002609
My Commission Expires 03-18-2025

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Core & Main (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent 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 E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

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. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
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.

8. 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 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 (through its Web Services E-Verify Employer Agent) 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 (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 (through its Web Services E-Verify Employer Agent) 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 Personal Identification Numbers 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 through its Web Services E-Verify Employer Agent 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 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 THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent 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 . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not

be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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 reverify 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.
 - 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 information reflected in the Form I-9 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 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.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) 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 the E-Verify Employer Agent) 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 E-Verify Employer Agent.
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 E-Verify Employer Agent.

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent 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 E-Verify Employer Agents 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 E-Verify Employer Agents to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) 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 E-Verify Employer Agent'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 (through the E-Verify Employer Agent), 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 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 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 or the Web Services E-Verify Employer Agent 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

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify (NIST SP 800-95). Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser Instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser Instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

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.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent'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 Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party 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. A Web Services E-Verify Employer Agent for 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 Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent 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, 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, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, 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, the Employer, and the E-Verify Employer Agent. Core & Main (Employer) hereby designates and appoints Marcos Medina (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number:40635

Client Company ID Number:1219073

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

| | |
|---|----------------------------|
| Employer Core & Main LP | |
| Name (Please Type or Print) Laura Schneider | Title VP, HR |
| Signature <i>L Schneider</i> | Date 10/26/2018 |
| E-Verify Employer Agent LawLogix Group, Inc. | |
| Name (Please Type or Print) Marcos Medina | Title |
| Signature Electronically Signed | Date September 29, 2017 |
| Department of Homeland Security - Verification Division | |
| Rhett D. Taylor Director, NVOG USCIS | |
| Name | Title |
| Signature <i>Rhett Taylor</i> | Date 10/26/2018 |

| Information Required for the E-Verify Program | |
|--|---|
| Information relating to your Company: | |
| Company Name | Core & Main |
| Company Facility Address | 1830 Craig Park Court Saint Louis, MO 63146 |
| Company Alternate Address | 1830 Craig Park Court Saint Louis, MO 63146 |
| County or Parish | Saint Louis City |
| Employer Identification Number | 03-0550887 |
| North American Industry Classification Systems Code | Building Material And Garden Equipment And Supplies Dealers (444) |
| Parent Company | |
| Number of Employees | 2,500 to 4,999 |
| Number of Sites Verified for | 247 |

E-Verify



Company ID Number:40635

Client Company ID Number:1219073

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

| | |
|----------------|----|
| Missouri | 9 |
| Minnesota | 2 |
| Tennessee | 7 |
| Pennsylvania | 4 |
| California | 19 |
| Kentucky | 3 |
| North Dakota | 2 |
| North Carolina | 12 |
| Michigan | 3 |
| Arizona | 6 |
| Texas | 25 |
| Washington | 9 |
| Florida | 19 |
| Illinois | 8 |
| Utah | 4 |
| Nevada | 2 |
| Alabama | 4 |
| New York | 5 |
| Alaska | 1 |
| South Carolina | 5 |
| Wisconsin | 4 |
| West Virginia | 4 |
| Connecticut | 3 |
| Arkansas | 3 |
| Ohio | 14 |
| Georgia | 9 |
| Nebraska | 1 |
| New Mexico | 3 |
| Delaware | 2 |
| Virginia | 9 |
| Oklahoma | 2 |
| Maryland | 4 |
| Colorado | 5 |
| Oregon | 3 |
| Iowa | 2 |
| Indiana | 7 |
| New Jersey | 2 |
| Montana | 4 |
| Maine | 1 |
| Massachusetts | 4 |
| Louisiana | 3 |
| South Dakota | 2 |
| New Hampshire | 1 |
| Kansas | 3 |
| Mississippi | 1 |
| Idaho | 2 |



Company ID Number:40635

Client Company ID Number:1219073

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

| | |
|---------------|-------------------------------------|
| Name | Dana Gudermuth |
| Phone Number | (314) 995-9174 |
| Fax Number | |
| Email Address | dana.sherman-gudermuth@hdsupply.com |

| | |
|---------------|------------------------------|
| Name | Karen Dabrowski |
| Phone Number | (314) 995-9174 |
| Fax Number | |
| Email Address | karen.dabrowski@hdsupply.com |

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:

"PIGGY BACK" WE DO NOT AUTHORIZE PURCHASES BY OTHER AGENCIES.

PRICES ARE FIRM PER DATES LISTED ON BID

INSURANCE N/A

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 CORE AND MAIN LP

By [Signature]
(Authorized Person's Signature)

Company Address 2500 NW SOUTH OUTER RD
BLUE SPRINGS, MO. 64010

Telephone Number 816-229-9604

Fax Number 816-229-9607

Date 07/29/22

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email _____

Federal Tax ID No. _____

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

Women Owned: _____

Veteran Owned: _____