

**Exhibit 1**



## City of Republic - Invitation for Bid

### Iron Grain Lane – Stormwater Materials

**BID SUBMISSION DUE DATE/TIME:** Bids may be submitted online through demand star or may be physically received at the return location listed below by no later than the date and time set for the Bid Opening, as specified below.

**BID OPENING:** Bids will be opened at the Builds Department, located at 4221 S. Wilson's Creek Blvd (Builds Conference Room), Republic, MO, 65738, on Thursday, **August 29<sup>th</sup>, 2024 at 3:00 pm.**

**RETURN TO:** Laura Burbridge, City Clerk, located at 4221 S. Wilson's Creek Blvd in Republic, MO 65738

**RULES AND REQUIREMENTS FOR BID SUBMISSION:**

- 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 ("Iron Grain Lane – Stormwater Material") clearly indicated on the outside of the mailing envelope.**
- Bids received after the opening date and time **will be rejected.**
- The attached Terms and Conditions shall become part of and are herein expressly incorporated into any contract, agreement or award resulting from this Invitation for Bid.
- **FAXED/E-MAILED 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.
- Please include the time frame for furnishing all materials.
- Bids will be taken to the City Council for approval on **Tuesday, September 10<sup>th</sup>**. Notice to proceed shall follow no later than **Wednesday, September 11<sup>th</sup>**, following approval granted by City Council.

**DESCRIPTION:**

A complete set of plans for this project is included for reference (Exhibit 1). This bid is for stormwater materials only. Refer to **Exhibit 1 – Iron Grain Lane Public Improvement Plans**

**Estimated Materials & Quantities\*:**

Materials	Quantity	Unit	Cost
8' (SPAN) X 5' (RISE) I.D. Precast Reinforced concrete Box Culvert for AASHTO HL-93 (or eq.)	108	LF (TOTAL)	\$ 592.00
8'-6" Long Precast Reinforced Sloped Wingwall for Box Culvert	4	EA	\$2,950.00
18" Precast Reinforced Concrete Pipe	67.5	LF	\$ 21.20
24" Precast Reinforced Concrete Pipe	30	LF	\$ 30.80
30" Precast Reinforced Concrete Pipe	150	LF	\$ 44.55
36" Precast Reinforced Concrete Pipe	90	LF	\$ 68.20
Materials Continued	Quantity	Unit	Cost

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UNIT PRICE

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30" Reinforced Concrete Flared End Section	1	EA	\$ 750.00
36" Reinforced Concrete Flared End Section	1	EA	\$1,100.00
7' X 3' I.D. Precast Reinforced Concrete STORM SEWER Curb Inlet	3	EA	\$2,600.00
7' X 4' I.D. Precast Reinforced Concrete STORM SEWER Curb Inlet	1	EA	\$2,998.00
7' X 5' I.D. Precast Reinforced Concrete STORM SEWER Curb Inlet	2	EA	\$3,776.00

\*Quantities and supplies are subject to change as the project evolves.

**SCHEDULE:**

City intends to take the winning bid to City Council for Approval **September 10, 2024** for approval, with Notice to Proceed no later than **September 11, 2024**. Completion of all bids awarded shall be Date, Month, 2024. ~~November 1st 2024 or sooner.~~

**INQUIRIES:** All inquiries should be directed to Angel Falig, City Engineer:

Angel Falig, City Engineer  
 BUILDS Department, City of Republic  
[afalig@republicmo.com](mailto:afalig@republicmo.com)  
 (417) 732-3415

**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.

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## TERMS AND CONDITIONS

01. **Opening Location:** Bids submitted in response to this Invitation for Bid ("IFB") will be opened at the Builds Department, located at 4221 S. Wilson's Creek Blvd (Builds Conference Room), Republic, MO, 65738, at 3:00 P.M. on Thursday, August 29<sup>th</sup>, 2024. 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.
- If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to Republic City Hall.
  - Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected.
  - Arrangements may be made for their return at the Bidder's request and expense.
  - 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.
  - Bids sent by email will not be accepted.
  - Bids may be submitted online, via, Demandstar

**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  
4221 S. Wilson's Creek Blvd  
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).
- Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page.
  - The signer shall have the authority to bind the Bidder to the submitted Bid.
  - 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.
- In the event a correction is necessary, in order for the City to consider the correction, the following formatting must be applied:
    - A single line (strike-through) to the entered text needing correction, and
    - The corrected text written above the strike-through text, and
    - 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.
- 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).
  - 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.
  - The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
  - It shall be the responsibility of each Bidder, prior to submitting their Bid, to direct any inquiries to the listed City contact.

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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. **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.
08. **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.
09. **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 statements, verification of availability of equipment and personnel, and past performance records.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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

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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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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

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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.

22. **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.
23. **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).
24. **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.
25. **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.
26. **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.
27. **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.
28. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
29. **Bid Awards:** Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements

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- 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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.

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35. **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.
36. **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.
37. **Liquidated Damages:** Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of Five Hundred Dollars and Zero Cents (\$500.00) per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.
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.

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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. **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.**
46. **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.
47. **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.
48. **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 bid process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the

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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.

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**ATTACHMENT A - BID SUBMISSION FORM**

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<p><b>Iron Grain Lane – Stormwater Materials:</b>                      A complete set of plans for this project is included for reference (Exhibit 1). This bid is for stormwater materials only.</p> <ul style="list-style-type: none"> <li>• Refer to <b>Exhibit 1</b> – Iron Grain Lane Public Improvement Plans</li> <li>• All Bids to include:                             <ul style="list-style-type: none"> <li>○ Travel Expenses</li> <li>○ Delivery Costs</li> <li>○ Administrative costs</li> <li>○ Traffic Control</li> </ul> </li> </ul> <p>Please note any of the following:</p> <ul style="list-style-type: none"> <li>• Any labor personnel requests of the City of Republic for this project.</li> <li>• Any other requests or responsibilities of the City of Republic for this project.</li> </ul> <p>*** City shall be responsible for unloading our trucks at jobsite. *** <i>JF</i></p>	<p><b>Iron Grain Lane – Stormwater Materials</b></p> <p><b>Total Cost Bid:</b> \$ <u>*****111,111.50</u></p> <p>(See Bid Quantity List. Also specify earliest possible date to furnish materials under this IFB.)                      *** Please allow 4 weeks to prepare shop drawing submittals upon ordering. Once shop drawings are approved, please allow 4-6 weeks for production of all items, EXCEPT box culvert. For box culvert, our current schedule indicates that these can be furnished sometime in November. If box culvert is needed sooner, can possibly expedite for additional fee of \$48.00/LF (please call for more information if desired). All timeframes noted above subject to change at any time. *** <i>JF</i></p>

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

<p><b>City of Republic, Missouri</b></p> <p><b>IFB for: Iron Grain Lane – Stormwater Materials</b></p> <p><b>Republic, MO 65738</b></p>	<p><b>Company Legal Name:</b>                      Scurlock Industries of Springfield, Inc.</p> <hr/> <p><b>Address:</b>                      3401 W. Commercial St.                      P.O. Box 1078                      Springfield, MO 65801</p> <hr/> <p><b>Signature:</b> <i>JF</i></p> <hr/> <p><b>Name and Title:</b>                      Jim Fisher, PE -- Sales Engineer</p>
<p><b>Telephone:</b> (417) 862-5088</p> <hr/> <p><b>Cellular:</b> (417) 379-2026</p> <hr/> <p><b>Email:</b> <u>jfisher@scurlockindustries.com</u></p>	<p><b>Dated:</b> <u>AUG 29 2024</u></p> <hr/> <p><b>Bidder's Federal ID Number:</b> <u>43-0886438</u></p>

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

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

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (*e.g., the City of Republic*) to a business entity (*e.g., potential bidders in response to this IFB*), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo.

Section 285.530 RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530 RSMo. applies if the services portion of the solicitation is over \$5,000.

AUG 29 2024



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.

AUG 29 2024

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

Effective 1/1/2009

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF GREENE )

Before me, the undersigned Notary Public, in and for the County of GREENE, State of MISSOURI, personally appeared ANDREW TUNNELL (Name) who is GENERAL MANAGER (Title) of SCURLOCK INDUSTRIES OF SPRINGFIELD, INC. (Name of company), a (circle one) corporation, ~~partnership, sole proprietorship, limited liability company~~, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

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

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

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

*Andrew Tunnell*  
Signature

ANDREW TUNNELL  
Printed Name

Subscribed and sworn to before me this 29<sup>th</sup> day of August, 2024.

*Noelle Sue Shinn*  
Notary Public *Shinn*

My commission expires: 07/11/2028



Company ID Number: XXXXXX

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

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

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

**Employer, Your Company Name**

John Doe

Name (Please type or print)

Title

**Electronically Signed**

Signature

Date

**Verification**

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

**Electronically Signed**

Signature

Date

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

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

To be submitted with all Bids in response to this IFB

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

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

\*\*\* N/A \*\*\*

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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 Scurlock Industries of Springfield, Inc.

By   
(Authorized Person's Signature)

Company Address 3401 W. COMMERCIAL ST.; P.O. BOX 1078  
SPRINGFIELD, MO 65801

Telephone Number (417) 862-5088

Fax Number (417) 862-5090

Date AUG 29 2024

**ADDENDA**

Offeror acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.       

Addendum No.       

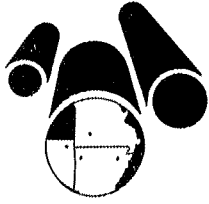
Addendum No.       

Email jfisher@scurlockindustries.com

Federal Tax ID No. 43-0886438

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





*Scurlock Industries of Springfield, Inc.*

3401 WEST COMMERCIAL STREET | P.O. BOX 1078  
SPRINGFIELD, MISSOURI 65801

PHONE: (417) 862-5088 | FACSIMILE: (417) 862-5090

August 29, 2024

RE: Bid No. IFB-011-0-2024/AF  
Iron Grain Lane Stormwater Materials  
City of Republic, Missouri

Mr. Angel Falig – City Engineer  
City of Republic – BUILDS Department  
4221 South Wilson’s Creek Boulevard  
Republic, Missouri 65738  
Phone: (417) 732-3415  
E-mail: [afalig@republicmo.com](mailto:afalig@republicmo.com)

Mr. Falig:

**E-VERIFY DOCUMENTATION**

Please find enclosed our company’s E-Verify Signature Page as requested by the above-referenced Bid Document.

Scurlock Industries has four plant locations, as follows: Springfield, Missouri; Miami, Oklahoma; Fayetteville, Arkansas, and; Jonesboro, Arkansas. Each plant is its own corporate entity, and all four are commonly held by an umbrella corporation called Scurlock Holdings, Inc., headquartered at our Jonesboro office. It appears that we participate in E-Verify under the account for Scurlock Industries of Jonesboro, Inc., opposed to having our own account, or an account for Scurlock Holdings, Inc. Please let us know if you have any questions, or need any further documentation from us in this regard, or if we need to take any action on this.

Sincerely,  
**Scurlock Industries of Springfield, Inc.**

Jim Fisher, P.E.  
Sales Engineer

Encl.



Company ID Number: 438690

**Approved by:**

<b>Employer</b> Scurlock Industries of Jonesboro, Inc.	
<b>Name (Please Type or Print)</b> Dean M Massey	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/09/2011
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/09/2011