



City of Republic - Invitation for Bid

Project Name: Portable Restrooms & Service (2024/25)

PROJECT DESCRIPTION: The City of Republic ("City") is seeking bids from qualified providers to furnish the materials and/or services more fully described in this Invitation for Bid ("IFB"), below. The successful Bidder under this IFB will be expected to furnish and service portable restrooms at various city facilities and events at the addresses and dates detailed below in this IFB. While pricing may be the primary determining factor in awarding any bid under this IFB, the City will additionally prioritize previous similar type working experience in evaluating all bids submitted under this IFB.

SEALED BIDS MUST BE PHYSICALLY RECEIVED AT REPUBLIC CITY HALL PRIOR TO 1:00 p.m. CST on Friday, December 22, 2023. All bids received will be opened by designated City personnel at Republic City Hall on Friday, December 22, 2023 at 1:00 p.m. CST.

BIDS SHOULD BE ADDRESSED AS FOLLOWS: City of Republic
c/o City Clerk, Laura Burbridge
213 N. Main Avenue
Republic, MO 65738

IMPORTANT SUBMISSION REQUIREMENTS:

- Bids **must be submitted on the forms provided as attachments to this Invitation for Bid.**
- Bids **must be manually signed by the individual(s) authorized to legally bind the Bidder.**
- Bids **must** be submitted through one of three means: (1) by United States mail to the address shown above, (2) by hand delivery to the address shown above, or (3) through DemandStar. **Bids submitted through any other medium, including those sent by facsimile or e-mail, will be rejected.**
- Bids **must clearly identify the project name for the Invitation for Bid (shown above)** on the outside of the mailing envelope.
- Bids **received after the opening date and time shown above will be rejected.**

IMPORTANT ITEMS TO NOTE:

- The attached Terms and Conditions are intended to be and will become part of any contract or agreement to be executed between the City and the successful Bidder(s) in connection with this IFB.
- Bids submitted in response to this IFB are expected to be presented to the Republic City Council for consideration and approval in December 2023. No notice to proceed under this IFB will be issued unless and until approval is granted by the City Council.

INQUIRIES: All inquiries for information should be directed to:

Karsen Forbis
Recreation Superintendent (Operations, Programming, & Events)
711 E. Miller Road, Republic, MO 65738
kforbis@republicmo.com
417.732.3508

IMPORTANT NOTICE REGARDING COMPETITIVE BIDDING: It is the City's intent and desire that this IFB promotes competitive Bidding. To the extent any language, requirements, terms and/or requests contained within this IFB 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 IFB once corrected.

TERMS AND CONDITIONS

01. **Contract Terms and Conditions, General Applicability:** This document entitled "Terms and Conditions" (also referred to herein as the "IFB", "Contract" and/or "Agreement") is intended to and shall in fact serve as the complete agreement of the parties executing the same. The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract and any specifications or Bid documents incorporated therein. No language contained on any invoice, shipping order, bill of lading or other document furnished by the successful Bidder(s) at any time and which may be accepted by the City, or any terms or conditions contained in such document shall be binding on the City. Changes, additions, or modifications to this Contract must be in writing and executed by all parties.
02. **Opening Date, Time and Location:** All Bids timely submitted in response to this Invitation for Bid ("IFB") prior to deadline date and time specified above, **will be opened at Republic City Hall, located at 213 N. Main Avenue, on Friday, December 22, 2023 at 1:00 p.m.** All Bidders (individually, "Bidder"; collectively, "Bidders") and/or their authorized representative(s) are permitted to attend the opening of the Bids.
03. **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 or provided via hand delivery, the Bidder shall be responsible for its timely delivery to Republic City Hall.
 - The City will neither open nor consider any Bid delayed by mail or for any other cause. Bids submitted after the deadline identified herein will 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.

Sealed and Marked: If sent by mail, one original signed Bid shall be submitted in a sealed package, clearly marked on the outside of the package with the **IFB project name** (listed on the first page of this IFB) **written 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**

04. **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.

05. **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.
06. **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.
07. **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.
08. **Bid Security: Not Applicable (Intentionally Omitted)**
09. **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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **Bid Form:** All Bids must be submitted using the forms attached to this IFB. All blank spaces on the provided forms 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.
21. **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.

22. **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.
23. **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.
24. **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.
25. **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).
26. **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.
27. **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.
28. **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.
29. **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.
30. **Time for Delivery:** All materials ordered or otherwise required under this IFB shall be delivered when specified. **Time is therefore of the essence.** If deliveries are not made at the time agreed upon as noted in this Contract, the City reserves the right to cancel the Contract or to purchase elsewhere and hold the delaying party or parties accountable for any damages or costs sustained as a result of the delay.
31. **Acts of God:** Neither party shall be liable for delays, or defaults in the performance of this Contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
32. **Tax-Exempt:** The Successful Bidder(s) shall not invoice the City for tax. The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
33. **Evaluation Criteria and 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 a multitude of factors including price, delivery capabilities, ability to meet timeline expectations defined in this IFB, responsibility of the Bidder, and other relevant factors such as the Bidder's past performance history, length of service/experience pertinent to the IFB, and professional reputation in its respective industry or industries.
- 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.
34. **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.

35. **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.
36. **Termination of Award:** In the event the City awards the Project under this IFB to a Bidder or Bidders, and such Bidder(s) fails to satisfy the requirements under this IFB, the City may immediately terminate the award and any agreement executed hereunder.
37. **Performance Bond and Labor & Materials Payment Bond (applies only to projects involving labor): Not Applicable (Intentionally Omitted)**
38. **Liquidated Damages: Not Applicable (Intentionally Omitted)**
39. **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.

40. **Equal Employment Opportunity Clause:** In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d / 78 Stat. 252), its implementing regulations promulgated at 34 CFR Part 100, and the corresponding regulations of the Department of Commerce promulgated at 15 CFR Part 8, the City hereby notifies all Bidders that it 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.
41. **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 Workers Compensation coverage 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 set forth in Section 287.010 RSMo., et seq.
 - b. **Employers' Liability:** The Successful Bidder shall maintain Employers' Liability coverage of not less than \$1,000,000 each occurrence.
 - c. **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 no less than \$3,258,368 each occurrence and \$488,755 each person.
 - d. **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.
42. **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.

43. **Bid Tabulation:** Bidders may request a copy of the City's Bid tabulation of this IFB, which shall be provided to the requesting party once such tabulation has been completed.
44. **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.
45. **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/or services requested pursuant to this IFB unless otherwise noted on the Affidavit of Compliance Form attached hereto.
46. **Order of Precedence:** In the event any of the Terms and Conditions specified herein contradict or otherwise diverge from the Instructions to Bidders provided with this IFB, the Terms and Conditions shall take precedence over any conflicting instructions.
47. **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.
48. **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.
49. **Davis-Bacon Act:** If the Project under this IFB 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 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.

50. **Jurisdiction and Venue:** This IFB and any executed agreement resulting from this IFB shall be taken and deemed to have been fully executed in the State of Missouri and governed by the laws of the State of Missouri for all purposes and intents. For any disputes that arise out of or relate in any way to this IFB or any executed agreement resulting from this IFB, venue shall lie 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.**
51. **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.
52. **Modifications or Changes:** The scope of the Project under this Contract shall be subject to modification or supplementation only upon the written agreement and consent of all parties hereto, via a written addendum or amendment, duly executed by the parties.
53. **Assignment Restrictions:** Neither the City nor any other party to this Contract is permitted to assign, in whole or in part, its interest under any of the Contract Documents without the prior written consent of the non-assigning party or parties.
54. **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.
55. **Rights Reserved by the City:** The City of Republic reserves the right to: (1) reject any or all proposals received in response to this IFB; (2) negotiate with any qualified source of the products and/or services sought under this IFB; (3) cancel, in whole or in part, this IFB, at its sole discretion; (4) modify, suspend, or terminate any and all aspects of this IFB; (4) obtain further information from any individual or entity submitting a Bid in response to this IFB; and (5) waive any defects as to form or content of any submitted Bid(s) under this IFB. This IFB does not, in any way, obligate or otherwise require 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 or products sought herein. All submissions provided to the City in response to this IFB shall become the property of the City upon receipt, and subject to the provisions of Chapter 610, RSMo., which may subject such submission to public review upon request.

PORTABLE RESTROOMS & SERVICE

For the period of January 1, 2024 through December 31, 2025.

SPECIAL EVENT PORTABLE TOILET LISTING

- ✓ • **Have-A-Blast Patriotic Celebration**
 - 6/28/24 & 6/27/25
 - J.R. Martin Park, 300 E. Hines, Republic, MO
 - 24 Regular Units, 2 Accessible Units
- ✓ • **Republic Tiger Triathlon**
 - 7/27/24 & 7/26/25
 - **Delivered on Friday – 7/26/24 and 7/25/25*
 - Miller Park, 711 E. Miller Road, Republic, MO
 - 2 Regular Units, 0 Accessible Units
- ✓ • **got Mud? Run**
 - 8/24/24 & 8/23/25
 - **Delivered on Friday 8/23/24 and 8/22/25*
 - Brookline Park, 2696 E. Sawyer Road, Republic, MO
 - 6 Regular Units, 1 Accessible Units
- **Pumpkin Daze**
 - 10/4/24 & 10/3/25
 - **Delivered on Thursday 10/3/24 and 10/2/25*
 - **Picked up on Monday 10/7/24 and 10/6/25*
 - J.R. Martin Park, 300 E. Hines, Republic, MO
 - 17 Regular Units, 3 Accessible Units

YEAR-ROUND PERMANENT UNITS/SEASONAL UNITS

- ✓ • **Brookline Park (Serviced Weekly)**
 - 2696 E. Sawyer Road, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **Year Round*
- **Owen Park (Serviced Weekly)**
 - 440 N. Bailey Avenue, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **Year Round*
- ✓ • **J.R. Martin Park (Serviced Weekly)**
 - 300 E. Hines, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **November – February Only*
- **Frisco Square Practice Facility (Serviced Weekly)**
 - 575 W. Frisco Boulevard, Republic, MO
 - 1 Regular Unit, 1 Accessible Unit
 - **Delivered on 2/19/24, 7/29/24, 2/17/25, and 7/28/25*
 - **Picked up on 5/15/24, 11/18/24, 5/14/25, and 11/7/25*
- **Middle School Practice Facility (Serviced Weekly)**
 - 688 E. Hines, Republic, MO
 - 0 Regular Units, 1 Accessible Unit
 - **Delivered on 2/19/24, 7/29/24, 2/17/25, and 7/28/25*
 - **Picked up on 5/15/24, 11/18/24, 5/14/25, and 11/7/25*

**ATTACHMENT A - BID SUBMISSION FORM
City of Republic, Missouri**


| Item | Description of Services and/or Equipment/Materials be Provided | Price |
|---|--|-------------------------------------|
| Special Event Portable Restroom | Regular Unit | \$ <u>55.00</u> Price Per Unit |
| Special Event Portable Restroom | Accessible Unit | \$ <u>75.00</u> Price Per Unit |
| Special Event Portable Hand Wash Station | Double Wash Station with Soap & Paper Towels | \$ <u>75.00</u> Price Per Unit |
| Special Event Portable Hand Sanitizer Station | Self-Standing Waterless Hand Sanitizer | \$ <u>25.00</u> Price Per Unit |
| | | |
| Year-Round Permanent Units/Seasonal Units | Accessible Unit Serviced Weekly | \$ <u>100.00</u> Price Per Month |

BWI would like to donate the units needed for "got Mud? Run" again for the 8-24-24, and 8-23-25 event! -Per Darran Campbell

ATTACHMENT B: BID VERIFICATION/SIGNATURE PAGE

City of Republic, Missouri

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

| | |
|---|--|
| BID VERIFICATION/INFORMATION PAGE City of Republic, Missouri Attn: City Hall 213 N Main Street Republic, MO 65738 <u>IFB roject Name:</u> Portable Restrooms & Service (2024/25) | Legal Name of Company/Entity Submitting Bid: BWF Sanitation |
| | Business Address: 2203 N. Brookline Ave Republic, mo 65738 |
| | Signature:  Full Name: Darran Campbell Title: Member |
| Telephone: 1-877-294-1000 Cellular: 417-844-1998 Facsimile: E-mail: dcampbell@bwisanitation.com | Dated: 12-22-23 Bidder's Federal ID Number: 26-1891503 |

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**.

**ATTACHMENT C: 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, located in the State of Missouri, personally appeared Darran Campbell (Name), known to me to hold the title of Member (Title) of/for BWI Sanitation (Name of Company), a (circle one) corporation, partnership, sole proprietorship, and/or limited liability company, and known to me to be competent and authorized to make this affidavit, upon being duly sworn and under oath, deposes and says as follows:

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

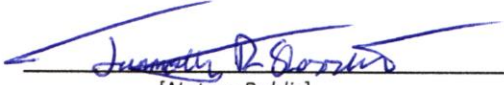
The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

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


_____ [Signature]

Darran Campbell
_____ [Printed Full Name]

Subscribed and sworn to before me this 22nd day of December, 2023.
[date] [month] [year]


_____ [Notary Public]

My commission expires: 04/02/2026



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

**ATTACHMENT D: AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID
City of Republic, Missouri**

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

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

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

Company Name BWF Sanitation

By *Donna Campbell*
(Authorized Person's Signature)

Company Address 2203 N. Brookline Ave
Republic, MO 65738

Telephone Number 1-877-294-1000

Fax Number _____

Date 12-22-23

Email dcampbell@bwisanitation.com

Federal Tax ID No. 26-1891503

DBE Vendor (Yes/No): _____

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

ADDENDA

Offeror acknowledges receipt of the following addenda:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

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

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

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

- _____ SPECIFICATIONS ARE TOO NARROW/INFLEXIBLE (I.E. REQUIRES ONE SPECIFIC BRAND OR MANUFACTURER). If you have selected this option, please explain in the "REMARKS" section below.
- _____ SPECIFICATIONS UNCLEAR. If you have selected this option, please explain in the "REMARKS" section below.
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ OTHER. If you have selected this option, please explain in the "REMARKS" section below.

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

DATE: _____

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF REPUBLIC
213 N. MAIN AVENUE REPUBLIC, MO 65738

Missouri Tax ID Number: 12492990

Effective Date:

07/11/2002

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

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

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

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

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to bevalid. This exemption is not assignable or transferable.

It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

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

ATTACHMENT F: MISSOURI PROJECT EXEMPTION CERTIFICATE
City of Republic, Missouri

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

EXEMPT ENTITY ISSUING CERTIFICATE

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

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

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

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

PURCHASING CONTRACTOR OR SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

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

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

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