



**Addendum to Invitation for Bid
Hines and Lynn Intersection Improvement, Full
Depth Asphalt for School Storage Lane, and 2023
City Overlays**

Addendum # 1

3-22-2023

This is Addendum #1 to the Invitation for Bids above.

- 1. Correction in Invitation for Bid: Attachment A Bid Submission form**

End of Addendum #1.

Any questions regarding this addendum may be directed as follows:

Garrett Brickner PE
Assistant Builds Administrator
BUILDS Department
City of Republic, Missouri
417.732.3405
gbrickner@republicmo.com



**Addendum to Invitation for Bid
Hines and Lynn Intersection Improvement, Full
Depth Asphalt for School Storage Lane, and 2023
City Overlays**

Addendum # 2

3-22-2023

This is Addendum #2 to the Invitation for Bids above.

1. **Missing time for Pre-bid Meeting:** Prebid meeting will be held between 11:30am and 1pm on Friday March 31th at Republic Community Center Room B 711 E Miller Rd. Republic, MO 65738
2. **Estimated Quantities for bidding purposes:**
 - a. **Hines and Lynn Roundabout Intersection:** see quantity sheet below.
 - b. **School Storage Lane**
 - i. Concrete Entrance: 48 LF of Curb and Gutter
 - ii. Concrete Entrance: 13.4 CY of Concrete
 - iii. Base Course Asphalt: 2140 Tons
 - iv. Surface Course Asphalt: 856 Tons
3. **City Overlays:** in addition to lump sum cost of all overlays, please also provide the following unit costs per square foot:
 - i. 2" overlay on existing roadway
 - ii. 2" mill and overlay on existing roadway
 - iii. Full depth pavement (5" base, 2" surface) on previously unpaved roadway (base rock to be prepared by City)

All quantities are approximated estimates for bidding purposes, actual field quantities may vary. Please submit bids based off quantities supplied in this addendum.

End of Addendum #1.

Any questions regarding this addendum may be directed as follows:

Garrett Brickner PE

Assistant Builds Administrator

BUILDS Department

City of Republic, Missouri

417.732.3405

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CITY OF REPUBLIC ROADWAY IMPROVEMENTS

E. HINES & N. LYNN ROUNDABOUT

BID SCHEDULE

Item	Description	Units	Est. Quantity	Unit Price	Extended Total
1	Mobilization	LS	1	38,000.00	38,000.00
2	Removal Of Improvements - Sidewalk & Ditch Liner	SY	405.0	5.20	2,106.00
3	Removal Of Improvements - Curb Inlets	EACH	3	378.00	1,134.00
4	Removal Of Improvements - Asphalt	SY	2,250	2.65	5,962.50
5	Removal Of Improvements - Curb & Gutter	LF	1,100	7.70	8,470.00
6	Removal Of Improvements - Signs	EACH	3	320.00	960.00
7	Adjustment Of Manhole / Valve Box Rim	EACH	7	815.00	5,705.00
8	Precast Curb Inlets (8' X 4')	EACH	4	6,200.00	24,800.00
9	15" R.C.P. Including Trench, Bedding & Backfill	LF	35	120.00	4,200.00
10	18" R.C.P. Including Trench, Bedding & Backfill	LF	60	97.00	5,820.00
11	24" R.C.P. Including Fernco Couplings, Trench, Bedding & Backfill	LF	15	323.00	4,845.00
12	6'-0" X 4'-0" Precast Concrete Box Culvert	LF	90	840.00	75,600.00
13	4'-0" X 4'-0" Precast Concrete Junction Box	EACH	1	4,935.00	4,935.00
14	Concrete Headwall	EACH	1	30,000.00	30,000.00
15	Pipe Connection To Box Culvert	EACH	2	1,840.00	3,680.00
16	Standard Curb & Gutter (Including Granular Stone Base)	LF	900	27.60	24,840.00
17	Mountable Curb & Gutter (Including Granular Stone Base)	LF	200	33.00	6,600.00
18	Type "S" Curb (Including Granular Base)	LF	625	44.00	27,500.00
19	Type 1 Pavement - 2" Thick Asphaltic Surface, 6" Asphaltic Base (Including Granular Stone Base, Surface Prep., Tack, Primer)	SY	2,150.0	62.00	133,300.00
20	Type 2 Pavement - 4" Thick Concrete Surface - Sidewalks And Islands (Including Granular Stone Base and Surface Prep.)	SY	610.0	51.00	31,110.00
21	Type 3 Pavement - 6" Thick Concrete Surface - Driveways And Mountable (Including Granular Stone Base and Surface Prep.)	SY	200.0	70.00	14,000.00
22	Sidewalk Tactile Warning Strip (Truncated Dome)	SF	65.0	43.00	2,795.00
23	MoDOT R4-7C - Complete Sign Assembly (Narrow Keep Right Sign)	EACH	4	280.00	1,120.00
24	MoDOT R1-2 - Complete Sign Assembly (Yield Sign)	EACH	7	280.00	1,960.00
25	MoDOT W11-2 & W16-7P - Complete Sign Assembly (Left Diagonal Arrow & Pedestrian Traffic)	EACH	6	310.00	1,860.00
26	MoDOT R6-4 & R6-4 - Complete Sign Assembly (Two Chevrons)	EACH	4	405.00	1,620.00
26	Center Island Logo Tinting and Island Stamping	LS	1	10,500.00	10,500.00
27	High Build Acrylic Waterborne Pavement Marking Paint (4" Wide White)	LF	400	2.70	1,080.00
28	High Build Acrylic Waterborne Pavement Marking Paint 12" Wide White)	LF	210	2.70	567.00
29	Excavation (Unclassified)	LS	1	14,000.00	14,000.00
30	Compacted Embankment	LS	1	35,000.00	35,000.00
31	Inlet Check (Sand Bag Sediment Trap)	EACH	5	242.00	1,210.00
32	Silt Fence	LF	185	12.00	2,220.00
33	Traffic Control	LS	1	11,000.00	11,000.00
34	Finish Grade, Seed & Mulch	ACRE	0.20	58,000.00	11,600.00

SUBTOTAL \$ 550,099.50



**Addendum to Invitation for Bid
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Depth Asphalt for School Storage Lane, and 2023
City Overlays**

Addendum # 3

3-31-2023

This is Addendum #3 to the Invitation for Bids above.

- 1. City Overlays: this addendum will supersede Addendum two request for cost provided per square foot.** in addition to lump sum cost of all overlays, please also provide the following unit costs:
 - i. Per ton cost Asphalt
 - ii. Per SY cost Milling
- 2. Clarification:** W Hines st. no asphalt repair is necessary, just two-inch overlay.
- 3. School Storage Lane:** Fine grading work to be done by contractor. Base rock material will be provided by the city.

End of Addendum #3.

Any questions regarding this addendum may be directed as follows:

Garrett Brickner PE
Assistant Builds Administrator
BUILDS Department
City of Republic, Missouri
417.732.3405
gbrickner@republicmo.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number:

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC-Central, Inc.

755 E. Millsap Road

Fayetteville, AR 72703

OWNER:

(Name, legal status and address)

City of Republic

213 N. Main

Republic, MO 65738

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

State of Inc: Illinois

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

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

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

PROJECT:

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

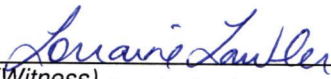
Hines and Lynn Intersection Improvement, Full Depth Asphalt for School Storage Lane and 2023 City Overlays

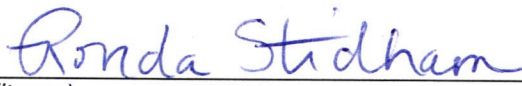
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

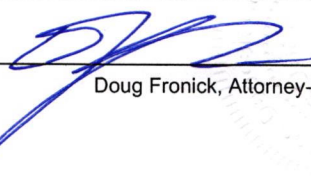
Signed and sealed this 6th day of April, 2023


(Witness) Lorraine Lawler


(Witness) Ronda Stidham

APAC-Central, Inc.
(Principal)  (Seal)

(Title) Michael Eshleman, Vice President

Fidelity and Deposit Company of Maryland
(Surety)  (Seal)

(Title) Doug Fronick, Attorney-In-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of **APAC - Central, Inc. of Fayetteville, Arkansas** each in a penalty not to exceed the sum of \$1,000,000, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of January, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

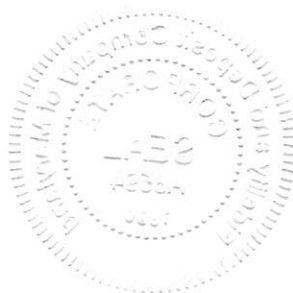
On this 3rd day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of April, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

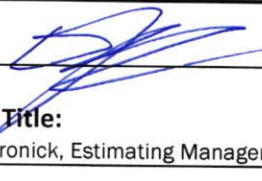
Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ATTACHMENT A - BID SUBMISSION FORM

BIDDERS MUST PROVIDE THE FOLLOWING INFORMATION:

Description of Work	Price
<ul style="list-style-type: none"> Hines and Lynn Intersection Improvement, Full Depth Asphalt for School Storage Lane, and 2023 City Overlays Bid Alternate Price individually, do not add all prices together. All Bids to include: <ul style="list-style-type: none"> Travel Expenses Delivery Costs Administrative costs Traffic Control <p>Please note any of the following:</p> <ul style="list-style-type: none"> Any labor personnel requests of the City of Republic for this project. Any other requests or responsibilities of the City of Republic for this project. 	<p>Hines & Lynn Roundabout: \$ <u>550,099.50</u></p> <p>School Storage Lane: \$ <u>238,808.00</u></p> <p>2023 Overlays: \$ <u>803,900.00</u></p> <p>i. Per ton cost for Surface Asphalt: \$80.45</p> <p>ii. Per SY cost for 2" Milling: \$2.75</p>

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

<p>City of Republic, Missouri</p> <p>IFB for: Hines and Lynn Intersection Improvement, Full Depth Asphalt for School Storage Lane, and 2023 City Overlays</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>APAC-Central, Inc.</p>
	<p>Address:</p> <p>4580 W. Calhoun</p> <p>Springfield, MO 65802</p>
	<p>Signature:</p>  <p>Name and Title:</p> <p>Douglas Fronick, Estimating Manager</p>
<p>Telephone: <u>417-868-6700</u></p> <p>Cellular: <u>417-773-3068</u></p> <p>Email: <u>david.foreman@apac.com</u></p>	<p>Dated: <u>4/6/23</u></p> <p>Bidder's Federal ID Number: <u>58-1401469</u></p>

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

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

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

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

1. **Required Affidavit for Contracts Over \$5,000.00 (US)** – Effective 1-1-2009, the company (submitting a Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU). See attached sample.

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

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

Effective 1/1/2009

STATE OF MISSOURI)
COUNTY OF GREENE) ss.

- (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.

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

Signature

~~Douglas Fronick, Estimating Manager~~

Printed Name

Subscribed and sworn to before me this 6th day of April, 2023

Ronda Stidham

Notary Public

My commission expires: 12/19/26



Company ID Number: 165031

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **APAC Central, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 165031

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 165031

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 165031

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

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

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 165031

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 165031

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

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

The individuals whose signatures appear below represent that they are authorized to enter into this MOU 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 APAC Central, Inc.

Evans F Richard

Name (Please type or print)

Title

Electronically Signed

11/18/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 165031

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

11/18/2008

Date

Company ID Number: 165031

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: APAC Central, Inc.

Company Facility Address: 755 E Millsap
Fayetteville, AR 72703

Company Alternate Address: P.O. Box 9208
Fayetteville, AR 72703

County or Parish: **WASHINGTON**

Employer Identification Number: **581401469**

North American Industry
Classification Systems Code: **237**

Parent Company: _____

Number of Employees: 500 to 999 Number of Sites Verified for: 3

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

- ARKANSAS 2 site(s)
- OKLAHOMA 1 site(s)

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

Name: Arianna Heras
Telephone Number: (479) 788 - 6365
E-mail Address: arianna.heras@apac.com

Fax Number:

Name: **Betancourt Erica**
Telephone Number: **(479) 587 - 3339**
E-mail Address: **erica.betancourt@apac.com**

Fax Number: (479) 443 - 4018

Name: **Jeanette Morgans**
Telephone Number: **(918) 556 - 2249**
E-mail Address: **jeanette.morgans@apac.com**

Fax Number:

Name: **Evans F Richard**

Company ID Number: 165031

Telephone Number: (479) 587 - 3356
E-mail Address: richard.evans@apac.com

Fax Number: (479) 443 - 4018

E-Verify

Employment Eligibility Verification



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 AM - 03/01/2016

Log Out

Click any ? for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

Company Information

Company Name: APAC Central, Inc.

View / Edit

Company ID Number: 165031

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 755 E Millsap

Address 2:

City: Fayetteville

State: AR

Zip Code: 72703

County: WASHINGTON

Mailing Address:

Address 1: P.O. Box 9208

Address 2:

City: Fayetteville

State: AR

Zip Code: 72703

Additional Information:

Employer Identification Number: 581401469

Total Number of Employees: 1,000 to 2,499

Parent Organization: APAC-Holdings, Inc.

Administrator:

Organization Designation:

[View Essential Resources](#)

[Take Tutorial](#)

[View User Manual](#)

[Share Ideas](#)

[Contact Us](#)

Additional Information:

Employer Identification Number: 581401469

Total Number of Employees: 1,000 to 2,499

Parent Organization: APAC-Holdings, Inc.

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category:

Employees being verified:

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites: 4

[View / Edit](#)

Total Points of Contact: 5

[View / Edit](#)

[View MOU](#)



Employment Eligibility Verification



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 AM - 03/01/2016

Log Out

Click any ? for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

Hiring Sites

i You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Previous Next

Add	State	Number of Hiring Sites
Edit Delete	ARKANSAS	2
Edit Delete	MISSOURI	1
Edit Delete	OKLAHOMA	1

Previous Next

Next

Cancel



Employment Eligibility Verification



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 AM - 03/01/2016

Log Out

Click any ? for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

Points of Contact Summary List

Previous Next

Add	First Name	Last Name	Middle Name	Phone Number	Fax Number	E-mail Address
Edit Delete	Betancourt	Erica		(479) 587 - 3339	(479) 443 - 4018	erica.betancourt@apac.
Edit Delete	Evans	Richard	F	(479) 587 - 3356	(479) 684 - 5402	richard.evans@apac.co
Edit Delete	Debra	Morris	K	(479) 788 - 6365	(479) 684 - 5402	debra.morris@apac.con
Edit Delete	Lisa	Chapman	L	(918) 556 - 2236	(918) 828 - 4643	lisa.chapman@apac.co
Edit Delete	Kevin	Farmer	R	(417) 868 - 6714	(417) 868 - 7064	kevin.farmer@apac.com

Previous Next

< >

Cancel

Save & Continue

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

X 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 APAC-Central, Inc.

By  Douglas Fronick
(Authorized Person's Signature)

Company Address 4580 W. Calhoun
Springfield, MO 65802

Telephone Number 417-868-6700

Fax Number 417-368-0481

Date 4/6/23

ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No.

Email david.foreman@apac.com

Federal Tax ID No. 58-1401469

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

