



City of Republic – Request for Proposals

Enterprise Resource Planning (ERP) Software System Consulting – RFP # 24-010

NOTICE TO PROPOSERS

The City of Republic (“City”) is soliciting proposals from individual(s)/firm(s) for Enterprise Resource Planning (ERP) Consulting in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP). The proposals solicited with this Request are further detailed in the Scope of Services section, below. The selected individual(s)/firm(s) will enter into a Contract with the Mayor, City Council, and/or Supervisory Staff Member for the provision of specified services.

Proposals in response to this Request must be received by the City Clerk’s Office in a sealed envelope that is clearly marked, **“RFP #24-010 – Enterprise Resource Planning Software System Consulting”** no later than **3:00 PM CST on MAY 1, 2024**, or submitted via DemandStar bidding software.

The City of Republic reserves the right to reject any and all proposals, in whole or in part, to waive minor defects in the process, with or without cause, and to accept the proposal deemed by the City to be in the City’s best interest. There is no expressed or implied obligation for the City of Republic to reimburse responding individuals/firms for any expenses incurred in the preparation of responses to this Request for Proposal.

Date: April 5, 2024

All inquiries should be directed to:

Bob Ford, Finance Director
City of Republic
bford@republicmo.com
(417) 732-3131

SCOPE OF SERVICES:

The City of Republic is in search of a team of seasoned professionals with a strong background in ERP initiatives (“Team”). This Team should be skilled in comprehensive project management, process analysis, process improvement, needs identification, system access, security measures, requirement definition, RFP drafting, software selection guidance, contract negotiation, and implementation support. Additionally, a description of the Team and the number of successful client engagements with similar requirements to this Proposal that the Team has implemented over the past three years, along with three client references.

All software systems deployed by the City will need review, including but not limited to HRIS/Payroll, Financial & Accounting Management, Utilities Billing and Meter Data Collection. The project will be divided into the following phases, and the consultant should demonstrate expertise in each:

- **Phase I – ERP Needs Assessment**
- **Phase II – Request for Proposal (RFP) Development Assistance and Selection Assistance**
- **Phase III – Implementation Project Management Services**

The City of Republic reserves the right to decide on continuation after every phase and may introduce an RFP for ERP consultancy services at any time.

Phase I – ERP Needs Assessment

The main objective of this phase is to determine the functional requirements to enhance operations, which will serve as input for the ERP system's RFP. Engaging different departments is vital to understanding existing processes, pinpointing improvements, and capturing detailed needs with an emphasis on industry-leading practices.

Deliverables will include a detailed requirements document, a list of potential ERP systems, a cost estimate for the ideal ERP, and a proposed project outline and timeline. All expected commitments from the staff should be thoroughly detailed.

Key deliverables for this phase include:

- A detailed requirements specification document
- A list of potentially suitable ERP systems
- An estimate for the costs of an appropriate ERP system
- A draft of the proposed project timeline and plan
- A comprehensive description of anticipated staff resource commitments.
- Tasks for this phase include:
 - **Analysis of Current Systems:** Review present ERP usage within various departments and explore how modern ERP systems can enhance operations.
 - **Stakeholder Interviews:** Engage with personnel from departments such as Finance, Human Resources, IT, Police, Fire, Community Development, Social Services, Parks and Recreation, and others.
 - **Process Examination:** Assess financial processes like general accounting, payroll, HR, and other essential operations. Highlight areas where modern ERP can provide improvements.

- **Integration Suggestions:** Propose integration with other enterprise tools to improve financial data management.
- **ERP Specification:** Draft detailed specifications for the future ERP system that aligns with the agency's needs, promoting inter-departmental collaboration and efficient information exchange.
- **Product Assessment:** Offer reviews and recommendations on suitable products and modules.
- **Budgeting:** Deliver cost projections for the proposed ERP.
- **Project Roadmap:** Outline a clear project timeline and plan for smooth implementation.

Phase II – Request for Proposal (RFP) Development Assistance and Selection.

Assistance Tasks include:

- **RFP Creation:** Draft an RFP document detailing the current environment, vision for the new ERP, detailed requirements, vendor response criteria, and evaluation benchmarks.
- **Collaboration:** Work with the procurement team to refine the RFP, incorporating all feedback.
- **Vendor Shortlist:** Present a list of prominent ERP solution providers.
- **Vendor Interaction:** Guide the agency in addressing vendor inquiries and drafting relevant addenda.
- **FAQ List:** Compile frequently asked questions with suggested responses.
- **Proposal Evaluation:** Lead the proposal assessment process, presenting key points for the review team.
- **Vendor Discussions:** If health guidelines allow, hold in-person discussions to review proposals and shortlist top contenders.
- **Demo Guide:** Draft a preliminary demo guide, refine post-review, and share with vendors before their presentations.
- **Oversee Vendor Demos:** Supervise vendor demonstrations.
- **Contract Negotiation Support:** Assist in finalizing contract discussions with the chosen vendor.

Phase III – Implementation Project Management Services.

Tasks include:

- **Implementation Strategy:** Develop a detailed plan listing tasks, timeframes, and expected outcomes.
- **Vendor Coordination:** Work closely with the vendor to set clear expectations.
- **Contract Adherence:** Monitor the vendor's adherence to the contract.
- **Data Management:** Oversee data migration, transformation, and validation tasks.
- **Change Review:** Assess changes proposed by the agency or the vendor during the project.
- **User Acceptance Testing:** Provide insights during this phase.
- **Progress Tracking:** Monitor progress against the timeline.
- **Training Oversight:** Identify areas requiring initial or refresher training for users.

PROPOSAL REQUIREMENTS

Only those Proposals fulfilling all the requirements outlined in this Request will be considered.

Proposals in response to this Request must be submitted in a sealed envelope to the attention of **the City Clerk, Laura Burbridge, Republic City Hall, 213 N. Main Avenue, Republic, Missouri 65738**, that is clearly marked with the name of the individual/firm submitting the proposal and the reference line, **“RFP #24-010 – Enterprise Resource Planning Software System Consulting”** or **submitted through the city’s DemandStar bidding software**.

Submittals may be presented by hand, by mail, or submitted through the city’s DemandStar bidding software.

Proposals shall be submitted as follows:

- One (1) Original Proposal and one (1) copy of the Original Proposal.
 - Completed Proposal Submission Form, “Attachment A”
 - Each Proposal shall contain evidence of proper licensing to perform required services/provide required materials or equipment in the State, County, and City, if applicable, with the exception of a City of Republic business license, which may be obtained upon selection.
 - A disclosure containing the name(s) of any officer(s), director(s), or agent(s) of the Proposer who is/are also a public officer or employee of the City of Republic.
 - Joint Venture Proposals: Individuals/firms submitting Proposals as a joint venture must submit to the City, as part of the Proposal, a copy of any applicable Joint Venture Agreement(s).

Proposals without the information below will be deemed non-responsive and excluded from consideration.

Title Page: Name of the individual and/or firm, address, telephone number, name of the contact person, email of the contact person, and the date of the Proposal.

Table of Contents: Contents, including exhibits.

Signed Transmittal Letter: A signed **Letter of Transmittal** briefly stating the Proposer’s understanding of the services/materials to be provided, the commitment to provide the services/materials within an agreed upon time, a statement that the Proposal is a firm and irrevocable offer for ninety (90) days, and the following statement: *“The submission of this Proposal indicates acceptance by [insert name/title of the proposing individual/firm] of the specifications and instructions contained in the Request for Proposal.”* **The signer of the Signed Transmittal Letter must have the legal authority to bind the Proposer to the submitted Proposal.**

[Optional] Drug-Free Workplace Certification: If Proposer wishes to be given preference by the City in the evaluation and selection process as a drug-free workplace employer, submit a completed Drug-Free Workplace Certification form, “Attachment B.”

[Optional] Additional explanation: If proposer wishes to further elaborate on the rationale behind their submittal that may have affected the overall price, proposer can attach additional pages for explanation.

PROPOSAL EVALUATION AND SELECTION

The City staff members charged with evaluating proposals in response to this Request will evaluate each Proposal submitted. The Proposal, as submitted, will be considered the Final Submission. The Proposal shall remain binding for ninety (90) calendar days. All Proposals will be evaluated with respect to the completeness of the information provided, the pricing options available, the services as described by the respondent, and the ability to meet or exceed the other requirements of this Request. Upon completion of review of all Submittals, the reviewing staff will recommend the best Proposal to the City Council for Award of Contract.

The City may give preference in the selection process to individuals and/or firms demonstrating a Drug Free Workplace Program whenever two (2) or more Proposals, which are equal in respect to quality and service, are received and rated by the City. Proposers intending to demonstrate a Drug Free Workplace Program shall provide the Attachment B Certification Form with the Proposal Submittal.

Once awarded, the winning Proposer(s) will enter into a contract with the City for the provision of the services/equipment requested. When applicable, a contract awarded under this Request may be renewed upon cost factors, mutual agreement, availability of funds, and the approval of Republic's City Council. The City of Republic's performance and obligation to pay for the purchase of services/equipment of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget appropriation approved by the Republic City Council.

The City reserves the right to reject any and all proposals, to waive minor defects in the process, and to accept the proposal deemed by the City to be in the City's best interest. All issues addressed in the Request for Proposal will be given consideration in determining the successful Proposal.

The City may make a determination that is in the City's best interest to conduct additional discussions or changes in the requirements and request another submission of best and final offers from those proposers deemed qualified for the same.

Where Proposers are required to enter onto City of Republic property to deliver materials or perform work or services as a result of the Request for Proposal award(s), the Proposer(s) shall assume full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance, as required by law or otherwise herein.

TERMS AND CONDITIONS

01. **RFP Delivery Requirements:** Any Proposals received after the above stated time and date will not be considered. It shall be the sole responsibility of the Submitter to have their Proposal delivered to Republic City Hall for receipt on or before the due date and time indicated.
 - a. If a Proposal is sent by U.S. Mail, the Submitter shall be responsible for its timely delivery to Republic City Hall.
 - b. Proposals delayed by mail shall not be considered, shall not be opened, and shall be rejected.
 - c. Arrangements may be made for their return at the Submitter's request and expense.
 - d. Proposals may be mailed to Republic City Hall and accepted if the signed Proposal form and required information was mailed and received prior to the due date and time.
 - e. Proposals sent by email will not be accepted.

02. **Legal Name and Signature:** Proposals shall clearly indicate the legal name, address, and telephone number of the Submitter (company, firm, corporation, partnership, or individual).
- a. Proposals shall be manually signed above the printed name and title of the signer on the Affidavit of Compliance page.
 - b. The signer shall have the authority to bind the Submitter to the submitted Proposal.
 - c. Failure to properly sign the Proposal form shall invalidate the Proposal, and it shall not be considered for award.
03. **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 Proposal must initial all corrections.
04. **Clarification and Addenda:** Submitters are expected to examine all documents attached to and/or provided by the City with this RFP, and prior to submitting any Proposal in response to this RFP, make any necessary and/or reasonable inquiries of the City to ensure all such Submitters understand the entirety of the documents.
- a. Any inquiries or suggestions concerning interpretation, clarification, or other additional information pertaining to the RFP 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 Submitter, prior to submitting their Proposal, to direct any inquiries to the listed City contact.
05. **RFP Expenses:** There is no expressed or implied obligation for the City of Republic to reimburse responding Submitters and the City will not reimburse for any expenses incurred in preparing responses to this RFP.
06. **Irrevocable Offer:** Any Proposal may be withdrawn up until the due date and time set for opening of the RFP. Any Proposal 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 RFP, until one or more of the Proposals have been duly accepted by the City.
07. **Responsive and Responsible Submitter:** To be a responsive Submitter, a Submitter shall submit a Proposal which conforms in all material respects to the requirements set forth in the RFP. To be a responsible Submitter, the Submitter 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 Submitter shall mean the Submitter who makes the lowest Proposal 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 Proposal as made.
08. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Submitter's responsiveness and responsibility. Such information may

include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

09. **The Right to Audit:** The Submitter 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 Submitter'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.
10. **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 RFP. Any involvement with City Procurement shall be in accordance with the Procurement Regulations and Procedures.
11. **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.
12. **Ethical Standards Applicable:** With respect to this RFP, if any Submitter violates or is a party to a violation of the general ethical standards of the applicable Revised Statutes of Missouri or other City Code provisions, such Submitter will be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals in response to Requests from the City.
13. **Collusion Absolutely Prohibited:** All Submitters offering a submission in response to this RFP hereby expressly acknowledge and certify that they have not divulged, discussed, or compared their Proposal to the Proposals of any other Submitter(s), and further that they have not colluded or conspired with any other Submitter or parties to this RFP, to violate the terms and conditions governing submission of responses to this RFP whatsoever. All Submitters offering a submission in response to this RFP 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 Submitter or with any competitor.
 - b. Any prices and/or cost data submitted have not knowingly been disclosed by the Submitter and will not knowingly be disclosed by the Submitter prior to the scheduled opening directly or indirectly to any other Submitter or to any competitor.
 - c. No attempt has been made or will be made by the Submitter to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
 - d. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in any contract awarded under this RFP. No person or agency has been employed or retained to solicit or secure the contract awarded under this RFP upon an agreement 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.

14. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the City.
15. **Liability and Indemnity:**
 - a. In no event shall the City be liable to the successful Submitter 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 RFP. 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 RFP.
 - b. The successful Submitter 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 RFP, or (2) the work performed pursuant to such contract or agreement or any subcontract thereunder (the successful Submitter 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 Submitter 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.
16. **RFP Forms, Variances, and Alternates:** Proposals must be submitted on the forms attached to this RFP as provided by the City; however, additional information may be attached. Submitters must indicate any variances from the City requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. Otherwise, Submitters must fully comply with the City requested specifications and terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of the City Purchasing Agent.
17. **Proposal Form:** All blank spaces must be completed with the appropriate response.
 - a. Submitters must state the price, written in ink, for what is proposed to complete each item of the project.
 - b. Submitters must insert the words "no Proposal" in the space provided for any item for which no Proposal is made.
 - c. Submitters must submit an executed Proposal form, affidavit of compliance with other requested documents.
18. **Modifications or Withdrawal of Proposal:** A modification of a Proposal already submitted will be considered only if the modification is received prior to the time announced for opening of Proposals, and is made in writing; executed and submitted on the same form and manner as the original Proposal. Modifications submitted by telephone, fax, or email will not be considered.
19. **No Proposal:** If not submitting a Proposal, respond by returning the "Statement of No Proposal" no later than the stated Proposal opening time and date, and explain the reason in the space provided.
20. **Errors in Proposals:** Submitters are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals; failure to do so will be at the Submitter's own risk. Applicable law and regulations do not make allowance for errors either of

omission or inclusion on the part of Submitters. In case an error regarding extension of prices in the Proposal, the unit price shall govern.

21. **Prices:** Proposals must include both unit price and extended total.
 - a. Price must be stated in units of quantity specified in the Proposal specifications. In case of discrepancy in computing the amount of the Proposal, the unit price of the Proposal will govern.
 - b. If applicable, all prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). FOB, as used in this RFP, shall mean that the successful Submitter, at their own expense, shall transport the equipment and/or materials and bear the risk of loss from successful Submitter'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. If a Submitter 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.
 - d. Payment terms shall be Net 30 if not otherwise specified.
 - e. Pre-payment terms are not acceptable.

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

23. **Descriptive Information:** All equipment, materials, and articles incorporated in the product/work covered by this RFP 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. Submitters may submit Proposals on items manufactured by an individual/entity other than the manufacturer specified so long as an "or equal" is expressly stated.

24. **Deviations to Specifications and Requirements:** When proposal of "or equal," Proposals 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 Submitter 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 Submitter on the Affidavit of Compliance form, at the time of submittal of Proposal.
 - c. The absence of listed deviations at the time of submittal of the Proposal will hold the Submitter 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.

25. **Quality Guaranty:** If any product delivered does not meet applicable specifications or otherwise fails to compare with the quality represented by the Submitter, the Submitter shall retrieve the product from the City at its own expense. The Submitter shall refund to the City any money the City has remitted to the Submitter for the same. In the event the successful Submitter fails or refuses to retrieve the product and refund to the City any money previously remitted to the Submitter for such product in accord with the terms of this paragraph, the Submitter shall be responsible for the City's attorney fees and other costs it incurs in enforcing its rights under this paragraph.

26. **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.
27. **Tax-Exempt:** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12492990.
28. **Proposal Awards:** Awards will be made to the Submitter whose Proposal (1) meets the specifications and all other requirements of the RFP and (2) is the lowest and best Proposal, considering price, delivery, responsibility of the Submitter, and all other relevant factors.
- a. Unless otherwise stated in the RFP, 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 Proposals or waive any minor or non-material irregularity or technicality in Proposals received.
29. **Authorized Product Representation:** The successful Submitter(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 Submitter(s) is legally authorized to submit, and the successful Submitter(s) will be legally bound to perform according to the documents.
30. **Regulations:** It shall be the responsibility of each Submitter 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 Submitter 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. Submitters are herein informed that the work to be performed under this RFP 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 Submitter 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 Proposal.
31. **Termination of Award:** Any failure of the Submitter to satisfy the requirements of the City shall be

reason for termination of the award. Any Proposal may be rejected in whole or in part for any reason by the City.

32. **Royalties and Patents:** The successful Submitter(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Submitter 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.
33. **Equal Employment Opportunity Clause:** The City, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to the aforementioned Civil Rights Act, hereby notifies all Submitters that the City takes all reasonably necessary steps to affirmatively ensure that all Submitters, including minority businesses, will be afforded full opportunity to submit Proposals in response to this RFP and that no Submitter will be discriminated against on the grounds of race, color, or national origin in determining the successful Submitter for award.
34. **Insurance Requirements:** For the duration of any contract awarded under this RFP, (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 Submitter 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 Submitter 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 Submitter shall maintain Employers Liability and Workers Compensation Insurance for all persons it will employ or retain to perform any work in connection with a contract awarded under this RFP, and in the event the Successful Submitter will sublet or subcontract any such work, the Successful Submitter shall require the subcontractor to provide similar Workers Compensation Insurance for the subcontractor's employees, unless such employees are covered by the Successful Submitter's coverage. Workers Compensation coverage shall meet the minimum requirements under Missouri law of \$500,000 for each employee and \$500,000 each accident.
 - b. **Commercial General Liability:** The Successful Submitter 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 RFP, in an aggregate amount totaling no less than \$3,370,137 each occurrence and \$505,520 each person.
 - c. **Commercial Automobile Liability (*applies only to projects involving the Successful Submitter's operation of vehicles in performing any work awarded under this RFP*):** The Successful Submitter shall maintain Commercial Automobile Liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 each person for "any auto" on an occurrence basis.
35. **Performance Bond and Labor & Materials Payment Bond:** Not Applicable.
36. **Liquidated Damages:** Not Applicable.

37. **Nonresident/Foreign Contractors:** To the extent the successful Submitter utilizes non-resident/foreign contractors to provide services or supplies in connection with this RFP, the successful Submitter 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.
38. **Proposal Tabulation:** Submitters may request a copy of the Proposal tabulation of the RFP.
39. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Proposal, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
40. **Additional Purchases by Other Public Agencies:** By submitting a Proposal in response to this RFP, the Submitter authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this RFP unless otherwise noted on the Affidavit of Compliance Form.
41. **Order of Precedence:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Submitters, shall take precedence.
42. **Affidavit for Service Contracts:** The successful Submitter 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 RFP 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 RFP, knowingly employ, or subcontract with, any person who is an unauthorized alien.
43. **Inspection and Acceptance:** No item(s) received by the City pursuant to any agreement or contract awarded under this RFP 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 Submitter and/or entity/individual who sold the item(s), upon inspection, may be returned by the City to the successful Submitter 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 Submitter 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 RFP.
44. **Davis-Bacon Act:** If the Instructions to Submitters have indicated that the Project is financed, in whole or in part, from Federal funds, then all work performed pursuant to any contract awarded under this RFP shall be subject to all applicable federal statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” incorporated

into this any agreement or contract awarded under this RFP.. 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 RFP, all contractors, subcontractors and other individuals/entities hired by the successful Submitter to perform work under this RFP shall pay the greater of the wages required under either law.

45. **Jurisdiction and Venue:** This RFP and any executed agreement required pursuant to the terms of this RFP, shall be taken and deemed to have been fully executed and made by the parties herein and governed by the laws of the State of Missouri for all purposes and intents. Venue under this Agreement or any disputes that come from it shall be in the Circuit Court of Greene County, Missouri. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL UNDER ANY APPLICABLE STATUTE, COMMON LAW OR FEDERAL OR STATE CONSTITUTION.**
46. **Conflict of Interest:** By participating in this RFP and/or accepting an agreement pursuant to the RFP's terms, the successful Submitter certifies that no salaried officer or employee of the City, and no member of the City Council or Mayor of the City of Republic, has a financial interest, direct or indirect, in this Agreement. Any federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated.
47. **Sovereign Immunity:** In no event shall any language or requirement in this RFP or any Agreement that comes from this RFP be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, states, and/or laws.
48. **Terms:** The City of Republic reserves the right to reject any and all proposals received from this Proposal. It further has the right to negotiate with any qualified source, or to cancel in part or in its entirety this Proposal. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspects of this bud process, to obtain further information from any and all respondents, and to waive any defects as to form or content of the Proposal or any submissions by any firm. This bud does not commit the City to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services. All submissions become the property of the City as public record. All submissions may be subject to public review upon request.

ATTACHMENT A - PROPOSAL SUBMISSION FORM
ALL SUBMITTERS MUST PROVIDE THE FOLLOWING INFORMATION

Item	Description of Work	Price
Phase I – ERP Needs Assessment	See “Phase I – ERP Needs Assessment “	\$ _____
Phase II – Request for Proposal (RFP) Development Assistance and Selection.	See “Phase II - Request for Proposal (RFP) Development Assistance and Selection”.	\$ _____
Phase III – Implementation Project Management Services	See “Phase III – Implementation Project Management Services”.	\$ _____

In compliance with this Request for Proposal 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>RFP for: Enterprise Resource Planning Software System Consulting</p> <p>213 N Main Street</p> <p>Republic, MO 65738</p>	<p>Company Legal Name:</p> <p>_____</p>
	<p>Address:</p> <p>_____</p> <p>_____</p>
	<p>Signature:</p> <p>_____</p> <p>Name and Title:</p> <p>_____</p>
<p>Telephone: _____</p> <p>Cellular: _____</p> <p>Email: _____</p>	<p>Dated: _____</p> <p>Submitter’s Federal ID Number: _____</p>

ATTACHMENT B - DRUG FREE WORKPLACE CERTIFICATION

The below signed individual and/or firm certified that it has implemented a Drug Free Workplace Program.

In order to have a Drug Free Workplace Program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a Drug Free Workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are to be utilized as a component of the Proposal, the statement specified in (1) above.

(4) In the statement specified in (1) above, notify the employees that, as a condition of working on the commodities or contractual services that are within the scope of the Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

As the person authorized to sign this statement, I certify that this individual and/or firm is fully compliant with the above Drug Free Workplace requirements.

Individual/Firm: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Primary Contact: _____

Primary Contact Email: _____

Date of Proposal: _____

Component of RFP in which Proposal Addresses: _____

Signature: _____

Name/Title: _____

NOTICE AND INSTRUCTIONS TO SUBMITTERS/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 Submitters in response to this RFP*), 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 RFP is expressly contingent on the company (submitting a Bid) providing an acceptable, notarized affidavit, stating as follows:

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

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

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

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

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program.

Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

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

Effective 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (Name), who is
_____ (Title) of _____ (Name of
company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is
competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as
follows:

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

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

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

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

Date

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

State of Missouri

Limited Exemption from Missouri State Sales and Use Tax on Purchases (Political Subdivision)

Issued To:

MISSOURI ID: 12492990

CITY OF REPUBLIC
213 N MAIN AVE
REPUBLIC, MO 65738-1472

Effective Date: 07/11/2002

Your application for sales and use tax exempt status has been approved under Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. Your agency must adhere to all requirements of your exempt status.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- 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.
- Purchases by your agency are not subject to sales or use tax if conducted within your agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your agency only if your agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062 RSMo.
- Sales by your agency are subject to all applicable state and local sales taxes.
- If your agency engages 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 state and local sales taxes.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, contact the Taxation Division, Post Office Box 358, Jefferson City, MO 65105-0358, salestaxexemptions@dor.mo.gov, or call 573-751-2836.

Notice Number: 2017597353