



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1027 – Camp Host Services Bid Award

REQUESTED BOARD ACTION:

A motion to approve Resolution 1027, awarding Bid #21-01 to Kendra Kristler for Camp Host Services.

SUMMARY:

In accordance with the City's Municipal Code, Chapter 150 - Purchasing Policy, a Request for Proposal (RFP) for Camp Host Services was issued on November 2, 2021. Two (2) responses were received (in alphabetical order)

Bidder #1- Brian Dodrill

\$2,800 per month (\$19,600 annually for seven months)

Bidder #2- Kendra Kistler

\$2,100 per month (\$14,700 annually for seven months)

Staff recommends award of the lowest bid submitted by Kendra Kistler in an annual amount of \$14,700.

PREVIOUS ACTION:

NA

POLICY OBJECTIVE:

NA

FINANCIAL CONSIDERATIONS:

FY22 Budget includes \$17,500 for camp host services

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Bid Submission, RFP | |

RESOLUTION 1027

A RESOLUTION AWARDING A BID/CONTRACT IN RESPONSE TO BID NO. 22-01 FOR CAMP HOST SERVICES

WHEREAS, The Board of Aldermen of the City of Smithville, Missouri desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground;

WHEREAS, staff has conducted a Request for Proposals for Camp Host Services as outlined in the City Purchasing Policy; and

WHEREAS, after a bid process, staff has made the recommendation to accept the lowest bid received from Kendra Kristler.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

THAT Bid No.22-01 is hereby awarded to Kendra Kristler and the Mayor is hereby authorized to execute a contract for services in an annual amount of \$14,700.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 15th day of February 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



RFP #22-01 CAMP HOST SERVICES

THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING SERVICES:

Sealed Bids for camp host services for the initial period of April 1st, 2022, to October 31st, 2022, will be received by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until 10:00 A.M. local time on December 3rd, 2021, at which time the Bids received will be publicly opened and read.

The scope of services for the Camp Host are set forth in the RFP and attached Exhibit(s).

INSTRUCTIONS TO PROPOSERS:

1. Proposals must be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. local time on December 3rd, 2021.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Three (3) original proposals must be included in a sealed and marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 10:00 A.M. on the 3rd day of December 2021, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Matt Denton, Parks and Recreation Director.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Assistant City Administrator

Issued: the 2nd day of November 2021

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. Any questions regarding this request may be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
11. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

RFP #22-01 CAMP HOST SERVICES

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground for the City of Smithville, 107 W Main Street, Smithville, MO 64089. The initial term shall be for the 2022 season, which runs from April 1st to October 31st. This agreement may be renewed for additional season at the option of the City.
2. The term "RFP" means this Request for Proposal; the term "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a proposal in response to the RFP; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor is presumed to accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFP requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFP can be obtained by contacting Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

ARTICLE II PROPOSAL INSTRUCTIONS

RFP PROPOSALS - CONTENTS AND SUBMISSION

The City recognizes this type of initiative may vary greatly in scope, approach and deliverables from one firm to another. The City will evaluate the qualifications of prospective firms, proposed scope of services and the value of the proposed work.

The City requests the following items from professional firms to complete and undertake the above referenced services:

1. Name, address, and telephone number of Proposer(s).
2. A completed Proposal Response Form attached to this Request for Proposal (preferred, not required).
3. Provide the names and qualifications of personnel who would be directly performing the work, including sub-consultants if needed. Indicate the approximate percent of involvement of each team member and identify who will be the daily point of contact.
4. Provide the names and references for a minimum of three similar projects. Summaries should include a narrative of the project and associated costs.

ADDENDA

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City Finance Director in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

EVALUATION

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, and any other information the City obtains regarding the Vendor, or that the City deems relevant.

1. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
 - A) Overall cost to the City, whether direct or indirect.
 - B) The City's opinion regarding the degree of responsibility of the vendors, contractors or proposers. The responsibility of the vendors, contractors or proposers will be determined pursuant to the criteria contained in subparagraph C of this paragraph.
2. The timeliness, nature and number of any exceptions taken by the Vendors, Contractors, or Proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Vendor's, Contractor's, or Proposer's Proposal.
3. A responsible Vendor is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors,

contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of ninety (90) calendar days, commencing on the date and time of the RFP closing and expiring at 10:00 P.M. of the last day.

Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

RFP CLOSING

Three (3) original Proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at City Hall on the time and date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the Vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

RFP REJECTION

The City reserves the right to reject any and all Proposals received in response to RFPs, and to waive all irregularities in Proposals.

ACCEPTANCE OF RFPs

The City reserves the right to accept the Proposal that, in its judgment, is the lowest and/or best Proposal in response to this RFP.

LATE PROPOSALS

Proposals received after the date and time of the responsive Proposals to the RFP opening shall not be considered.

MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her responsive Proposal to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in Proposals received after the date and time of the Proposals to the RFP opening. A mistake in a Proposal cannot be considered once a purchase contract is executed by the parties.

NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.

The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.

If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

AWARD OF THE CONTRACT

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

EXECUTION OF CONTRACT

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

CONTRACT PERFORMANCE

Any contract entered into pursuant to this RFP should be performed by the Vendor within ninety (90) days from contract execution.

GENERAL PROJECT ASSESSMENT REQUIREMENTS

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

BONDING

The Contractor shall furnish a surety bond for the protection of the City in the amount of \$2,000.00 to cover funds not received by the designated City agent as provided for in the specifications. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, individual sureties, or by other cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a

sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

TESTING

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal;
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and
4. The Corps of Engineers real and/or personal property.

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

INTELLECTUAL PROPERTY RIGHTS

Any and all material, images, slogans and/or items of any kind, tangible or intangible in nature (hereinafter collectively referred to as the "Product"), produced by Contractor pursuant to this RFP or resulting Contract shall be considered a Work for Hire and shall be owned by the City. Contractor will defend, at its own expense any action brought against the City to the extent that it is based on a claim that the Product infringes a copyright in the United States or a United States patent, or other intellectual property rights, and/or that the City did not obtain the sole rights to the Product from the Contractor. Contractor will indemnify and hold the City harmless (including attorney's fees and costs) with regard to any such claim provided the City reasonably notifies Contractor in writing of the claim, and that Contractor is reasonably allowed to participate in the defense of the claim.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
3. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFP.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq.

SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) With respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) With respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ Kendra Kistler _____ and I am currently President of _____ Kistler's Clearance _____ (hereinafter "Contractor"), whose business address is _____ 2038 Cowan Ridge Rd. Powell, Missouri 65730 _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.


[Signature]

Kendra Kistler

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2022.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

LAWS SECTION

§ 285.530. Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors

1. No 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.
2. 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 to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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 also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.
3. All public employers shall enroll and actively participate in a federal work authorization program.
4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.
5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFP #22-01 CAMP HOST SERVICES

I, _____, hereby representing
(Agent Submitting RFP)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Kistler's Clearance Llc

Company Name

2038 Cowan Ridge Rd.

Address

Powell, Missouri 65730

City/State/Zip

417-236-1443

Telephone

87-1534006

Tax ID No.

Kendra Kistler

Authorized Person (Print)

Kendra Kistler

Signature

Owner

Title

02/01/2022

Date

Kistlerkendra111@gmail.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

The above said Company shall provide the materials and services clean up requested for the goods and services of RFP #22-01 for a cost to the City of Smithville as follows:

Item Description	Bid Price
Monthly Camp Host Services	\$2100.00 monthly

EXHIBIT 2

SCOPE OF SERVICES

The City of Smithville and Camp Host agree that the following is a list of the services required to be provided for the 2022 Camp Season. The Camp Host is responsible to complete each service in accordance with any written policies or procedures. In determining what constitutes compliance with any of the General Duties, past practice/standards shall be met. The Camp Host understands that they are a contractor, and not an employee of the City of Smithville. The Camp Host also understands that they are responsible for maintaining insurance on all of their personal property (including their camper or RV) and shall not make claims against the City for any damages to such personal property that occurs during the performance of their duties. Contractor shall keep in mind that they are a representative of the City and that any communication via online social media or otherwise shall not reflect negatively on the City or its representatives.

The Camp Host shall provide the following services, and any additional services necessary to provide a clean, safe, and comfortable environment for the public at the Park:

1. Remove all litter and debris from the campground, shelters and day use areas on a daily basis and place all such litter and debris in a proper receptacle.
2. Clean and sanitize the shower house and restrooms not less than once each day, or more frequently as needed during high usage periods.
3. Perform general grounds maintenance in assigned areas that include, but are not limited to: trimming around trees, posts, culverts and buildings, mowing the campground and day use areas, tree and landscaping maintenance and care; general facility care and maintenance. See Exhibit 4 for Map of areas to be mowed.
4. Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems, as well as assigned equipment.
5. Collect all fees for camping or other services offered. Each day's cash collections shall be transmitted to the City by the end of business of the next day. Maintain records of each transaction for inspection by the City upon request. Provide not less than weekly reports that account for all monies taken and rentals in a format that is easily understood and is capable of passing an audit when compared with the records of each transaction.
6. Provide all check-in and check-out services to camp patrons as requested.
7. Operate firewood and ice concessions, which include maintaining supplies in the inventory sufficient to handle the anticipated demand from patrons.
8. Monitor vending and laundry concessions and coordinate vendor service requests as needed.
9. Provide information and initial enforcement of park regulations; provide other non-specific visitor services sufficient enough to provide campground patrons and the general public with a positive outdoor recreational experience.
10. Such services as identified herein shall be provided by Camp Host at all days and times throughout the entire season. The only exceptions to this responsibility will be during any time(s) that the entire park has been leased for special events. The City will coordinate with the Camp Host the dates and times of any such special events to give the Host sufficient notice, which shall not be less than one week prior to such event(s).
11. Tour the campground and day use areas no less than three times daily (morning, afternoon, and evening) looking for litter, vandalism, equipment malfunction, and cleanliness.
12. Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.

13. Any substitute or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
14. Provide an accounting of all work performed by contractor and any additional assistants.
15. Facilitate any online reservations or platforms.
16. Perform marketing duties as it relates to camping including but not limited to social media and photography.

In order to perform these duties, the City shall provide the following materials, equipment and supplies:

1. One campsite, with full utility hookups. Such campsite will include a shelter, a picnic table, one phone land line and answering machine. The phone and answering machine are for official duties only.
2. One golf cart for use in the park only. The use of the cart includes fuel for the cart.
3. One spot light, miscellaneous hand tools, one string trimmer and string and fuel to operate.
4. A mower and fuel to operate within the park
5. Trash bags, toiletries, and cleaning supplies for the shower and restroom facilities.
6. Maps, brochures and other notices for dissemination to the patrons and public.
7. Keys to all facilities and equipment.
8. All authorized forms for rentals and any other necessary office supplies required to complete such forms.
9. Any electronic equipment necessary to carryout assigned tasks

In order to perform these duties, it is expected that the Camp Host provide the following:

1. A mobile trailer, motor home or approved equal that contains sanitary facilities and all equipment necessary for habitation. Such trailer or home must be on jacks or blocks for the duration of the contract and should not be used for transportation.
2. A vehicle, other than the one provided above to be used for all local and off-site transportation.

While performing the duties under this scope of services, the contracting Camp Host shall abide by all federal, state and local laws, including, but not limited to those pertaining to discrimination based upon any protected class. The Camp Host shall provide all services in a professional, courteous manner and shall treat all patrons and the general public with respect. If a dispute arises, the Camp Host is expected to be able to effectively handle the dispute in a professional manner. In the event the patron or member of the public will not comply with any camp rule, the Camp Host may contact the Clay County Sherriff for assistance with unruly patrons or members of the public.

EXHIBIT 3

CAMP HOST HANDBOOK

Smithville Parks and Recreation Department

Service: Campground Host (Facility Maintenance and Visitor Services)

Location of work: Smith's Fork Park, 1610 DD Highway, Smithville, MO 64089

Term of contract: April 1, 2022, to October 31, 2022

Contract Summary: The campground host shall have the primary responsibilities of facility maintenance and oversight at the Smith's Fork Campground and day use areas at Smith's Fork Park.

Training and Experience: In order to properly perform the duties and responsibilities of this agreement the successful bidder shall possess the following attributes:

- Strong interpersonal communication and problem solving skills.
- Willingness to work flexible hours.
- Knowledge and ability to perform routine maintenance and minor repairs on plumbing and electrical systems, facilities, grounds, and other equipment utilized and associated with campground and day use areas.
- Knowledge and ability to apply accepted bookkeeping and business management practices to campground operations.
- Ability to perform without supervision.

General Duties and Responsibilities: The Director of Park and Recreation or his or her designee will oversee execution of the contract on a daily basis. At their direction the campground host shall have the following responsibilities at Smith's Fork Campground and day use area:

- Remove all litter and debris from the campground, shelters and day use area on a daily basis.
- Clean the shower house and restrooms at least once per day; high usage periods may require more frequent cleaning.
- Perform grounds maintenance duties in assigned areas that include, but are not limited to trimming around trees, posts, culverts and buildings, mowing, tree and landscape care and general facility appearance.
- Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems as well as assigned equipment.
- Collect camping fees and accurately complete cash management reports on a daily basis.
- Provide check-in/check-out services to campground patrons as requested.
- Operate firewood and ice concessions; reorder concession supplies when needed.
- Monitor vending/laundry concessions and coordinate vendor service requests as needed.
- Provide information and initial enforcement of park regulations, as well as a variety of non-specific visitor services, to provide campground patrons and the general public with a positive outdoor recreational experience.
- Tour the campground and day use areas no less than three times daily, morning, afternoon and evening looking for litter, vandalism, equipment malfunction, and cleanliness.
- Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.
- Any substitute, or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
- Provide an accounting of all work performed by contractor and any additional assistants.
- Facilitate any online reservations or platforms.

- Perform marketing duties as it relates to camping including but not limited to social media and photography.

PERFORMANCE WORK STATEMENT:

Background: Smith's Fork Park is located approximately one mile east of 169 Highway on Highway DD in Smithville, Missouri. The park is leased to the City of Smithville from the United States Army Corps of Engineers. Recreational development includes three baseball/softball fields, one football field, a soccer field, walking trails, two reservable group shelters, one playground, a shower house, two restroom facilities, tennis courts, a basketball court, fishing on the spillway and at Lake Remote Nature area, and an 80 site campground.

Scope of work: The successful bidder shall provide labor, material and equipment as specified to perform camp host duties at Smith's Fork Park. The successful bidder shall perform the specific tasks listed in this agreement. Acceptable performance standards and current regulations are provided for each task.

Period of Performance: The contract shall begin April 1 or date of award and continue through October 31. The contractor shall move onto the site location a minimum of one (1) but not more than three (3) days prior to the start of the service period. The contractor shall remove his or her trailer and all personal property from government furnished campsite not later than two (2) days after the end of the service period.

Post Award Conference /Training: The contractor shall attend the post-award conference and computer/credit card training sessions. The meetings will be used to discuss and develop an understanding of all contract requirements.

QUALITY ASSURANCE: The Director of Parks and Recreation or his or her designee will monitor the contractor's performance under this contract using quality assurance procedures developed by the Director of Parks and Recreation or his or her designee. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of the City's Quality Assurance will be to determine the effectiveness of the contractor's quality control system.

The City reserves the right to inspect and test all services called for by the contract to the extent practicable at all times and places during the term of the contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

If any of the services do not conform to contract requirements, the City will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the City may by contract, or otherwise: (1) perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

PERSONNEL: The contractors present a neat appearance and shall exercise tact, diplomacy, and courtesy when dealing with the public. The contractor shall assist the visiting public in reclaiming lost articles by turning in to project personnel all property left by visitors and found during performance of this contract. Contractor shall keep in mind that they are a representative of the

City and that any communication, online social media or otherwise shall not reflect negatively on the City or its representatives.

OTHER CONTRACTORS: The City may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such contractors and City employees. All work shall be carefully planned and fitted so as not to interfere with such other work. The contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by City employees.

SAFETY: The contractor shall immediately report any situation that could affect the health or safety of visitors to City Staff or law enforcement, including maintenance needs, utility problems, accidents, or violations of laws and regulations. The contractor shall report all disturbances that cannot be diplomatically resolved to the Clay County Sherriff or other local law enforcement as needed.

CITY-FURNISHED MATERIALS AND SUPPLIES: City-Furnished materials and supplies are provided to the contractor only for use in performing work specified in this contract. The City will provide a campsite with full utility hookups. In addition, the campsite will include a shelter, a picnic table, phone land line for official use only. The contractor shall maintain these facilities in accordance with park rules.

City-Furnished Property - The City will furnish to the contractor the following identified property to be used in performing the contract. When the property is delivered, the contractor must verify its quantity and condition in writing to the Director of Parks and Recreation or his or her designee. Damage or loss while in the contractor's possessions shall be reported in writing, within 24 hours, to the Director of Parks and Recreation or his or her designee.

<u>Item (description)</u>	<u>Quantity</u>
(1) Golf Cart and gas for cart	1 each
(2) Spot Light	1 each
(3) Telephone (official use only)	1 each
(4) Answering machine	1 each
(5) Misc Hand Tools	1 set
(6) String trimmer and line	1 each
(7) Mower	1 each

City-Furnished Consumable Items - The following consumable items, will be furnished to the Contractor by the City. The City will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the Contract.

- (1) Trash bags, toiletries, cleaning supplies for restrooms
- (2) Campground maps/rules
- (3) Brochures
- (4) Keys
- (5) Stamp for envelopes and ink
- (6) Authorized forms
- (7) Fuel for mower and string trimmer

CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES: The contractor shall furnish all equipment and supplies not identified in the previous section of this agreement, as City-Furnished supplies and equipment. Specifically, the contractor shall furnish:

- A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or 'pop-up' style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.
- A vehicle, other than the one above, to be used for local transportation.

SPECIFIC TASKS: The contractor shall perform park attendant duties 7-days per week, including weekends and federal holidays at Smith's Fork Park as described in this section and elsewhere in the contract. The contractor or approved designee shall remain in the park at all times unless the Director of Parks and Recreation has been notified of such absence. The contractor shall retain a qualified substitute camp host to cover any absences during regular duty hours. The substitute shall be approved by the Director of Parks and Recreation or his or her designee. Background checks may be performed at the discretion of the City.

The contractor shall perform specific daily duties to maintain length of stay regulations according to established procedures. Duties include, but are not limited to, maintaining current records, posting reserved sites, checking site availability, processing camper registrations, and receiving daily arrival reports. The contractor shall take reservations at the campground for walk-up customers.

RECEIVE PAYMENTS: The contractor shall register campers and collect the required fees according to City policy. The contractor shall have on hand a sufficient change fund for this purpose.

SAFEGUARD COLLECTIONS: The contractor shall take all reasonable precautions to safeguard collections, permits, and other City-furnished property.

TRANSMIT COLLECTED FEES AND REPORTS: The contractor shall transmit all collected fees and daily cash management forms to the Director of Parks and Recreation or his or her designee daily at 8:00 a.m. Monday through Friday.

PROVIDE INFORMATION TO VISITORS: The contractor shall hand out informational brochures, pamphlets, maps. The contractor shall explain or clarify policies and regulations (e.g. trash disposal, etc.) for park visitors.

IMPLEMENT CAMPGROUND RULES AND POLICIES: The contractor shall implement all campground rules and project policies in performing their duties, including quiet hours (10 p.m. to 6 a.m.), check out times, and maximum 30 day stay limitations, etc.

TOUR PARK: The contractor shall make a minimum of 3 daily tours of the park areas, morning afternoon and evening. Any sticks or downed tree limbs, trash, etc., shall be removed at the time of the tour. Contractor shall use City provided technology to document park tours.

IDENTIFY CAMPERS: The Contractor shall identify campers who may have arrived during hours when other duties were being completed. These individuals shall be contacted and advised to register with the camp host and pay required fees.

CHECK FACILITIES: During the morning and evening tours, the contractor shall check park facilities and amenities for vandalism, equipment malfunction, and cleanliness. The contractor shall clean or repair immediately. If repairs are beyond contractor's capacity, contractor shall notify Director of Parks and Recreation immediately.

CLEAN RESTROOM/SOWER HOUSE DAILY: The two restroom facilities located in the day use area of Smith's Fork Park and the shower house in the campground are to be cleaned and restocked daily. Floors shall be swept, toilet paper restocked, sinks wiped cleaned, toilets wiped down, any clogged toilets shall be repaired and trash emptied. Any messes on floors shall be cleaned up on a daily basis. Restrooms and shower house shall be mopped on a daily basis.

CAMPGROUND GATE: The campground security gate shall be closed at night and opened the next morning as directed by the Director of Parks and Recreation or his or her designee. During the restricted access hours, egress and ingress shall be permitted for campers on an emergency basis only. The camp host shall have a key and be responsible for allowing such access as necessary. A temporary overnight parking area will be provided outside the security gate for late arrivals. No fee shall be charged for temporary use of this area. When the security gate is opened the camper shall be registered and moved into the campground area.

OPEN AND CLOSE FACILITIES: The contractor shall open and close facilities (such as laundry and shower) as requested by the Director of Parks and Recreation or his or her designee.

INDIVIDUAL TASKS CONSIDERED NECESSARY:

1. Check Site Availability
 - Cross-reference current campers list with sites occupied
2. Shelter Houses
 - Empty trash receptacles and clean daily
3. Receive Online Reservations
 - Respond to online inquiries
4. Post Reservable Sites
 - Complete reservation card
 - Post reservation card at campsite
5. Process Camper Registration
 - Input registration data
 - Collect payment
 - Print receipt
6. Maintain Records
 - Weekly report - Bill for Collection
 - Customer Receipts for recreation season
7. Register visitors and campers
 - Inform visitors of rules and regulations
8. Collect recreation fees
 - Camping, extra car, firewood and ice concessions
9. Transmit recreation fees daily
 - Deliver to Director of Parks and Recreation or his or her designee

Park Operations

1. Provide Information to Visitors
2. Tour Park
 - Identify new visitors
 - Monitor facility reservations
 - Check for and report vandalism, equipment malfunction and cleanliness of facilities
3. Open and Close Facilities (as directed)
 - Shower building/restrooms
 - Laundry room
 - Open and close park security gates
4. Implement Campground Rules and Policies
 - Inform patrons of campground rules and policies and apply them fairly to all

- Contact law enforcement for any unruly patron or unsafe situation

5. Grounds Maintenance

- Mow and trim campground day use areas
-

EXHIBIT 4

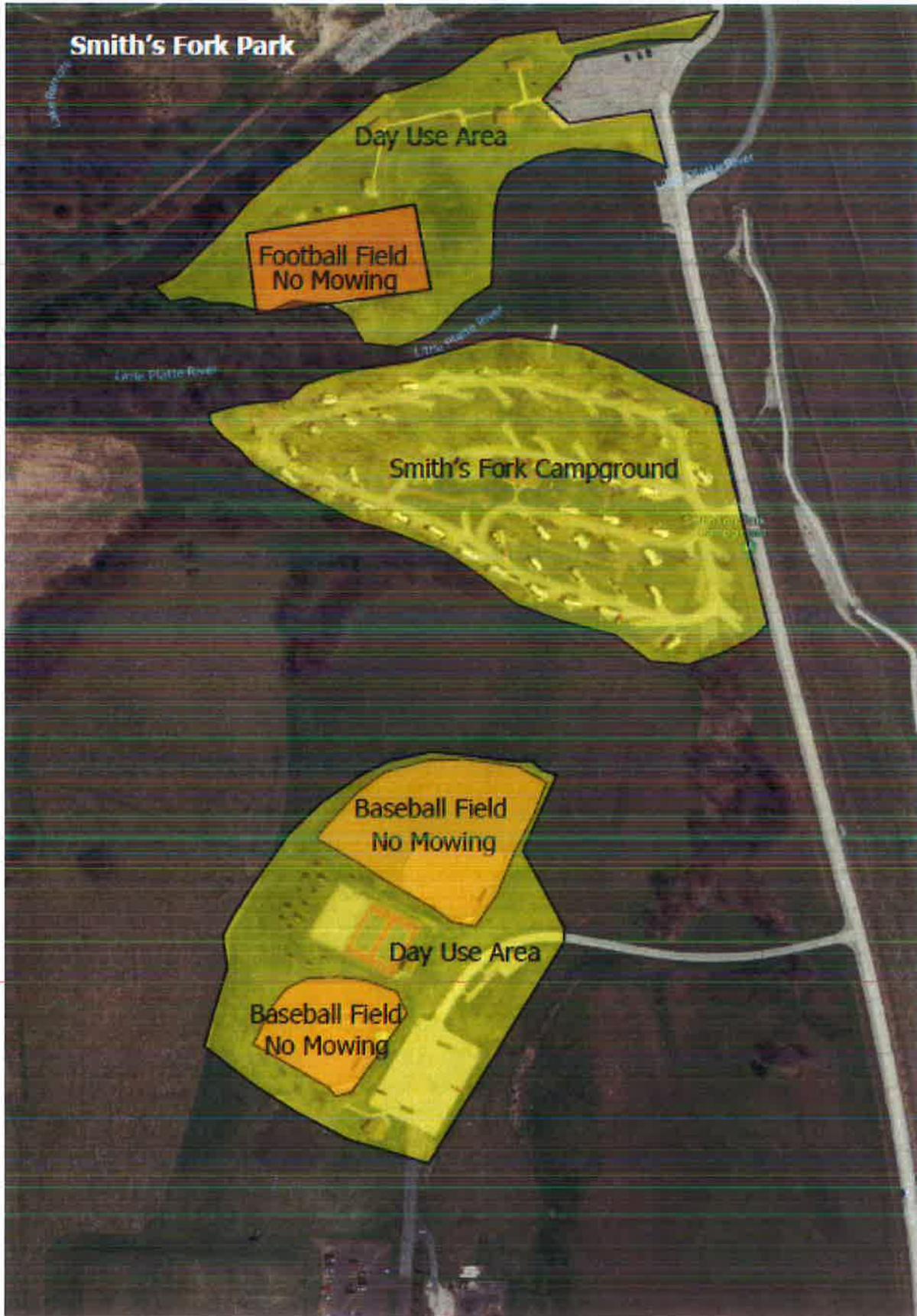


EXHIBIT 5

SAMPLE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City") and _____, ("Camp Host"), as follows:

WHEREAS, the City desires to use retain the services of the Camp Host to provide certain services concerning camp hosting duties for the City's Smith's Fork Park, and

WHEREAS, the Camp Host desires to perform such services for the City at Smith's Fork Park; and,

WHEREAS, the City and let the contract for bids and Camp Host was the selected provider, and

WHEREAS, the Parties desire to enter into an agreement that contains the rights and responsibilities of each party for the services listed herein, and

NOW, THEREFORE, it is agreed as follows:

Term:

The initial term of the contract shall be for the 2022 season, which runs from April 1 to October 31. This agreement may be renewed for additional seasons at the option of the City.

City's Responsibilities:

The City shall be responsible to provide the Camp Host with certain materials and supplies in accordance with the attached Scope of Services for the 2022 Smith's Fork Park Camp Host.

Camp Host's Responsibilities:

The Camp Host shall be responsible to provide Camp Hosting services in accordance with the attached Scope of Services for the 2022 Smith's Fork Park Camp Host.

General Contractual Terms:

1. The parties agree that this agreement shall constitute the sole agreement between the parties, subject to the attached Scope of Services.
2. The parties agree that in the event of a dispute, Missouri Law shall govern the resolution of such dispute, and that Venue for any court resolution is solely held in Clay County Missouri.
3. The parties agree that any amendments to this agreement must be in writing, and signed by both parties in accordance with Missouri law (including Board of Aldermen approval) before such amendment is valid. If the parties agree to amend the Scope of Services, such amendment may be amended by a written change to such document, signed by both the Camp Host and the City's Administrator.
4. Both this agreement, and the Scope of Services are deemed by the parties to be jointly drafted, and no other presumptions shall be made concerning how the agreement and Scope of Services are to be construed by a Court of Law.

Termination of Contract:

1. The Camp Host may terminate this contract with 30-day notice to City, but only in the event that the City has defaulted in the payment of sums due under this contract for a period of thirty days or more.
2. The City may terminate this contract with two-weeks' notice to the Camp Host for failure to comply with the contract and scope of services requirements. The City shall afford the Camp Host the opportunity correct deficiencies by providing notice indicating the specifications that are not being met and the opportunity to correct such deficiencies within one week. If the City has provided the one week opportunity to correct, and the Camp Host fails to do so, or if the Camp Host has previously been provided notice on any other matter which requires correction and again fails to meet the specifications, the City may then terminate this agreement.

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first above written.

CITY OF SMITHVILLE, MISSOURI

ATTEST:

Mayor Damien Boley

By _____
Linda Drummond, City Clerk

CAMP HOST

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Mcdonald)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Kendra Kistler,
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kendra Kistler and I am currently President of Kendra Kistler (hereinafter "Contractor"), whose business address is 2038 Cowan Ridge Rd Powell, Mo, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Kendra Kistler
[Signature]

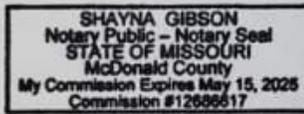
Kendra Kistler

[Printed name]

Affiant Subscribed and sworn to before me this 9 day of February, 2022.

Shayna Gibson
[Notary Public]

My Commission Expires May 15, 2025



Commissioned in McDonald County

Commission # 1268617

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFP #22-01 CAMP HOST SERVICES

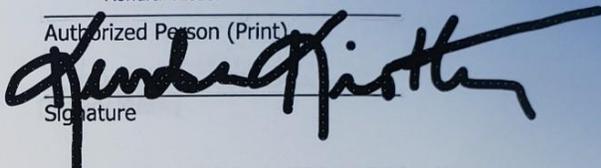
I, Kendra Kistler, hereby representing
(Agent Submitting RFP)

Kendra Kistler, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Kendra Kistler
Company Name
2038 Cowan Ridge Rd
Address
Powell, Mo 64856
City/State/Zip
417-236-1443
Telephone

Tax ID No.

Kendra Kistler
Authorized Person (Print)

Signature

Title
02/08/2022
Date
Kistlerkendra111@gmail.com
E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

The above said Company shall provide the materials and services clean up requested for the goods and services of RFP #22-01 for a cost to the City of Smithville as follows:

Item Description	Bid Price
Monthly Camp Host Services	\$2100.00 Monthly