



Ms. Dawn Bell, Project Manager  
Development Center  
City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063

RE: RFP No. 2019-044

Dear Lee's Summit Selection Committee:

MC Power Companies, Inc. is pleased to submit for your review and consideration our letter of interest and Request for Qualifications (RFP No. 2019-044) to the City of Lee's Summit, Missouri. We are a nationally recognized solar firm which has successfully completed multiple Municipal-supported, utility-scale solar projects. As evidence are:

- Eleven (11) utility-scale projects for Missouri Public Utilities Alliance totaling over 35 MW's DC
- 14.72 MW DC Community Solar Farm for Independence Power & Light
- 11.15 MW DC Solar Farm for the City of Nixa, Missouri
- 6.52 MW DC Community Solar Farm for City Utilities of Springfield, Missouri
- 115.92 kW DC Johnson County Community College Hospitality and Culinary Building

In total, over 90 MWs DC of Community-supported renewable solar power projects that does not include over 50 successful commercial, industrial and residential solar installations that add an additional 14 MWs to our portfolio. We are uniquely qualified and proud of our unbiased, in-house, pro-active, integrated partnership approach working with City Governments, Utility Departments and Associations in developing projects from conception through commissioning. We take very seriously the trust clients place in MC Power Companies. Your point of contact for our team is:

Lindsay Case  
Title: Senior Energy Consultant  
Email: [lcase@mcpower.com](mailto:lcase@mcpower.com)  
Cell: 816-207-7659  
Office: 816-251-4700

We are fully committed to the success of the City of Lee's Summit's solar initiative. Do not hesitate to immediately reach out to myself, Mr. Williamson or Ms. Lindsay Case with questions or clarifications. We can be reached via phone at (816) 251-4700 or via email: [williamson@mcpower.com](mailto:williamson@mcpower.com) or [lcase@mcpower.com](mailto:lcase@mcpower.com) respectfully.

Respectfully submitted,

MC POWER COMPANIES, INC.  
Loren Williamson  
Senior Vice President of Project Development



**MC POWER COMPANIES – FIRM HISTORY & EXPERIENCE**

MC Power Companies, Inc.  
4031 NE Lakewood Way  
Lee’s Summit, MO 64064  
Office: 816-251-4700  
Fax: 816-251-4701

Primary Contact: Lindsay Case  
Title: Senior Energy Consultant  
Email: [lacase@mcpower.com](mailto:lacase@mcpower.com)  
Cell: 816-207-7659  
Office: 816-251-4700

**Company Background / Description:**

Founded in 2009, MC Power Companies, Inc. has three Midwest offices and a team of 60+ experienced professionals. We hold a unique position in the renewable industry by offering construction, electrical and solar services to our clients. Having built over 90 MW of large commercial and utility scale solar, MC Power Companies is a nationally respected Municipal Utility Solar Developer recognized as a trusted partner in developing photovoltaic projects for some of the region’s largest Utilities and State Associations. Since its inception, MC Power Companies has built a superior team of professionals with experience and talent to develop and manage our projects.

**Project Team**

Our Executive Team consists of seasoned solar, electrical, construction and energy efficiency professionals experienced in site selection, engineering, procurement, financing, construction and commissioning.

**Leadership –Tony Ross, President & CEO**

Tony Ross founded MC Power Companies. Tony brings over 30 years business experience to MC Power. His expertise brings extensive knowledge and leadership in the finance, sales, operations and business development areas of the company.

Loren Williamson, Sr. Vice President of Project Development. Loren has over 25 years in the construction and electrical fields. Since 2008, Loren has led our Solar Project Development and Energy Systems Development Teams. Loren is a Board Member of the Lee’s Summit Economic Development Council.

Jeff Judd, Director of Project Development. Jeff brings over 8 years of business experience to MC Power Companies. He offers extensive knowledge in the areas of finance, asset management and operations.

Lindsay Case –Senior Energy Consultant. Lindsay has been successful partnering with school districts and communities to maximize the benefits of solar generation. She holds a bachelor’s degree from the University of Missouri in biological engineering.

Engineering –Blane Krause, PE, Lead Engineer, NABCEP Certified. Blane has 23 years of engineering experience in electrical systems for industrial, commercial, and municipal applications. He has led the engineering team at MC Power for over 3 years while focusing on solar and energy storage solutions. He is also a NABCEP certified installer.

Project Management– Brian Thorne, VP of Operations, NABCEP Certified. Brian is a construction professional with over 30 years’ experience working in close partnership with clients, architects, engineers, inspectors, municipalities and fellow employees to ensure successful projects.

Jacob Brown, VP and Master Electrician, NABCEP Certified. Jacob has 15 years of experience in the construction industry, which includes 8 years of various operations management positions. Jacob is a registered Master Electrician in Missouri and Arizona. His primary role is managing construction and solar operations and has led his team on many successful projects.

**Experience:**

MC Power Companies is recognized nationally as one of the most reliable and trusted developers of solar power generating facilities. Our team structure provides some of the most experienced engineers, construction management, and development leadership in the energy industry. Our team resume includes projects in the following states: Missouri, Kansas California, Texas, Minnesota and North Carolina. MC Power Companies has successfully completed more Municipal-supported, utility-scale solar projects in the Central United States than any other firm. Our experience includes working in areas of generation, energy storage, energy management systems, site development, and finance development strategies. Our current portfolio of 90 MW of developed solar installations which includes utility scale projects as well as large industrial projects that are maintained and operated to provide our customers assurance that the performance projections meets or exceeds expectations. MC Power Companies also provides operating and maintenance services, monitoring solar projects that have been developed by other national solar firms.

**Financial Capabilities:**

Finance creativity is the strength of our team. We have channels available to minimize capital outlay and long-term expenditures and to capture valued savings and sustainability. The result is to provide assurance of performance and minimize risk. The resources we align ourselves with capture program incentives and funding streams to deliver the strongest savings in the industries. Project costs are a key component of project success. Our approach to capitalizing projects and minimizing risks are the elements that separate our team strategies from others.

**Corporate Insurance:**

MC Power Companies is insured by an A-rated insurance carrier that is licensed to do business in the State of Missouri. Upon award, MC Power Companies will provide a certificate of insurance naming the specific jobsite location/project and evidencing that MC Power Companies has purchased and is maintaining appropriate coverages for the length of the contract term.

**Solar System Design and Production Development Experience:**

MC Power Companies has delivered on every project we have proposed. In the state of Missouri, there have been developed solar projects that have not been completed by other firms. MC Power Companies and our financial partner have collaborated and completed those projects meeting the contractual obligations put in place with the municipality.

**Project Methodology**

*These should be strong qualifiers to measure the partnership you choose.*





**References:**

<p>Independence Power &amp; Light          Zach Walker, City Administrator          Phone: 816-325-7170          Project: Independence Community Solar Farm 2018          Size: 14.72 MW DC</p>	<p>City of Lee’s Summit, Missouri          Dawn Bell, Project Manager          Phone: 816-969-1242          Project: Lee’s Summit Animal Shelter 2018          Size: 29.9 Kw DC</p>
<p>Johnson County Community College          Chris Worthington          Phone: 913-469-3812          Project: Johnson County Community College          Hospitality and Culinary Academy Rooftop Solar 2017          Size: 115.92 kW DC</p>	<p>Missouri Public Utility Alliance (MPUA)          Duncan Kincheloe, CEO          Phone: 573-445-3276          Project: El Dorado Springs, MO, 3.20MW DC, 2018          Size: 3.20 MW DC</p>
<p>Board of Public Utilities, Kansas City, KS          Dong T. Quach          Manager Electric Production          Phone: 913-573-9024          Project: BPU Community Solar Project 2017          Size: 1.28 MW DC</p>	<p>Missouri Public Utility Alliance (MPUA)          John Grotziner, COO          Phone: 573-445-3276          Project: Higginsville, MO, 3.19MW DC, 2017          Size: 3.19 MW DC</p>

**Ability to Demonstrate the use of Commercial Grade Products:**

Our resources and relationships allow MC Power Companies to deliver within budget and on schedule. Finding cost- effective value- added services that meet critical mission or goals of our clients is our expectation as well as our partners. The City of Lee’s Summit has very specific and visionary goals and expectations that would require the alignment with a partner that will deliver. Supplier Channel Partners are a critical aspect of every project and with our ability to deliver project success we maintain buying efficiency and priority equal to some of the largest companies in the industries for all levels of technology and equipment The City of Lee’s Summit will be assured to capture the best cost for the best equipment.

# Lee's Summit Animal Shelter

Lee's Summit, MO



## Client

City of Lee's Summit

## Completion Date

2018

## MC Power Project Manager

Jeremy Merz  
Project Manager  
(816) 251-4700

## MC Power Sales Lead

Lindsay Case  
(816) 251-4700

## Services Provided

- Design
- Construction
- Financing

## Project Summary

MC Power Companies assisted student Zachary Burton in designing and constructing a 29.9kW DC Ground Mounted Fixed Tilt solar array. The system is located at the Lee's Summit Animal Shelter operated by the Lee's Summit Animal Control Department. It provides electricity for the facility's animals, employees and visitors. The system is estimated to save the city of Lee's Summit \$23,187 after 25 years. Adding solar to the animal shelter was the vision of student Zachary Burton who wanted to develop green energy in Lee's Summit. Zachary, MC Power and the City of Lee's Summit worked together to make the project a reality.

## Project Details

The Lee's Summit Animal Shelter solar array consists of 92 325 watt Canadian Solar Panels and 4 HiQ Solar True String 208V inverters.



### **Aggregated 35.44 MW+ Solar Farm Development(s)**



#### **Client**

MPUA / MJMEUC

Contact:

Duncan Kincheloe, CEO

John Grotzinger, COO

(573) 445-3270

#### **Completion Date**

2018

#### **MC Power Project Manager**

Loren Williamson

Sr. VP Project Development

(816) 251-4700

#### **Services Provided**

Pre-Planning

Construction

Commissioning

Financing

Community Solar

#### **Project Summary**

Missouri Joint Municipal Electric Utility Commission awarded MC Power Companies a Master Renewable Power Purchase Agreement on May 24, 2016 for an additional aggregated 16 MW of solar development aggregated among its 36-member communities. This is in addition to Butler, Missouri plus 16 MW awarded in 2012.

#### **Projects Completed:**

El Dorado Springs, MO – 3.20 MW – commissioned 2018

Higginsville, MO – 3.20 MW – commissioned 2017

Farmington, MO – 3.20 MW – commissioned 2017

Lebanon, MO – 3.20 MW – commissioned 2017

Chillicothe, MO – 3.20 MW – commissioned 2017

Marshall, MO – 3.281 MW – commissioned 2016

Waynesville, MO – 3.203 MW – commissioned 2016

Macon, MO – 3.240 MW – commissioned 2015

Trenton, MO – 3.290 MW – commissioned 2015

Rolla, MO – 3.197 MW – commissioned 2015

Butler, MO – 3.229 MW – commissioned 2014

(FOR ALL BIDS IN EXCESS OF \$5,000.00)  
Effective 1/1/2009

County of Jackson )  
State of Missouri ) ss.

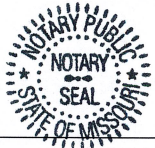
My name is <sup>Loren</sup>~~Williamson~~. I am an authorized agent of MC Power Companies ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.

Loren A Williamson  
Affiant

Loren A Williamson  
Printed Name

Subscribed and sworn to before me this 23<sup>rd</sup> day of January, 2019.



SAUNDRA J. DAVIS  
My Commission Expires  
November 13, 2020  
Jackson County  
Commission #12408579

Sandra Davis  
Notary Public

SEAL

Company ID Number: 669113

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **MC Power Companies, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

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

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

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

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

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

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

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

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer

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may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

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

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time

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of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form

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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

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## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## **ARTICLE IV**

### **SERVICE PROVISIONS**



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

## **ARTICLE V**

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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

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

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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

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



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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 at 888-464-4218.

<b>Employer MC Power Companies, Inc.</b>	
<b>Stephanie Hall</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>05/06/2013</b> Date

<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>05/06/2013</b> Date

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name:	<b>MC Power Companies, Inc.</b>
Company Facility Address:	<b>3552 NE Ralph Powell Road</b>
	<b>Lees Summit, MO 64064</b>
Company Alternate Address:	
County or Parish:	<b>JACKSON</b>
Employer Identification Number:	<b>274433633</b>

Company ID Number: 669113

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>MISSOURI 1 site(s)</li></ul>	

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

Name:	Stephanie Hall	Fax Number:	(816) 251 - 4701
Telephone Number:	(816) 251 - 4700		
E-mail Address:	shall@mcpower.com		