



75 EAST MORGAN
MARSHALL, MISSOURI 65340-2151

PHONE: 660/886-6966
FAX: 660/886-6724
Email: mmu@mmumo.net
Homepage: www.mmumo.net

June 9, 2025

Dear Sirs:

Marshall Municipal Utilities (MMU) is requesting sealed bids to furnish and install a replacement heating boiler at the Recycling Center building at 765 W. North St, Marshall, Missouri.

Bids are due by 1:30 on July 8, 2025.

Bid #15-25-EP
SPECIFICATIONS

Marshall Municipal Utilities is requesting bids to replace the radiant floor heating boiler located at 765 W. North St. The area involved is approximately 9,500 square feet. The 5/8" tubing in the floor covers roughly the outer 20' perimeter of the floor. The new system shall be properly sized for the area and adhere to all industry codes in order to be considered safe, reliable, and energy efficient. Bids shall include demolition, removal, and proper disposal of the old unit.

Any bid shall also include all ratings along with any warranty information. Provide cut sheets or descriptive brochures for items proposed for purposes of bid evaluation. Additional approval drawings may be required from the successful bidder prior to the installation of equipment.

MMU reserves the right to accept or reject any or all bids and to select the vendor(s) that best meet the needs of MMU. MMU is not obligated to accept a bid based on cost alone. MMU reserves the right to accept bids in part or whole on any basis it deems in the best interest of MMU.

It is encouraged for prospective bidders to visit the project location to evaluate the project scope and material requirements. Please contact Jarad Muller (660-886-6966) to schedule any viewing of the current systems and location.

INSTRUCTIONS TO BIDDERS

General

- A. All terms defined herein are used in conformance with such definitions. All other terms and phrases that have well-known technical or construction industry meanings are used in accordance with those meanings unless otherwise defined herein or in other contexts that clearly indicate a different meaning. This Agreement constitutes the complete and integrated agreement between owner and Contractor and supersedes all prior agreements or understandings, whether written or oral. This Agreement may be amended or modified only by a written document signed by the Owner and Contractor.
- B. All work performed by Contractor shall comply in every respect with all applicable laws (including, but not limited to, the Federal Occupational Safety and Health Act, as amended and current) ordinances and regulations of duly constituted authorities in force in the locality in which the work is performed; and if any licenses, permits, or bonds are required in connection therewith, the same shall be furnished by Contractor at its own cost and expense.
- C. Contractor shall comply with all provisions of Missouri's Prevailing Wage Law, RSMo Section 290.210 et. Seq. and shall pay prevailing wages in accordance with the applicable Wage Order attached hereto and incorporated herein by reference in the contract documents. (For construction contracts exceeding \$75,000, exclusive of maintenance.)
- D. A license/permit may be required by the city of Marshall for vendors providing services in Marshall. It is the responsibility of the vendor to get this information from the city.
- E. All operations must be planned and carried out in a manner that will minimize interference with the daily operations and in conformance with all applicable regulations. Planned operations must be approved by Jarad Muller prior to the initiation of any work.
- F. The individual contact person for this project is Jarad Muller at 660-886-6966.

Safety

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all employees at the work site and other persons and organizations who may be affected thereby;
 - 2. all the work and materials, and equipment to be incorporated therein, whether in storage on or off the site;
 - 3. and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph A.1 or A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until all the work is completed.

- C. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents.
 - 1. Contractor shall supply and require the use of personal protection equipment as necessary.
 - 2. Contractor must furnish Owner with appropriate hazard information on all chemicals brought on site, including labels and material safety data sheets.
 - 3. Contractor shall furnish Owner with a copy of the Contractor's safety and health program and Workers' Compensation experience modification rate. This shall be submitted with the Contractor's bid.
- D. If during work, the Contractor observes the existence of asbestos or asbestos-bearing materials, the Contractor shall immediately stop further work in the area and notify the Owner of the condition. The Owner will determine a further course of action.

Emergencies

- A. In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury, or loss.

Materials and Services to be Furnished by MMU

- A. MMU will provide storage space on the project site for the Contractor's material, equipment, tools, supplies, etc., during the execution of the work.
- B. Utilities shall be provided to the Contractor as required to support his activities. The Contractor shall provide and make temporary connections to these services as directed by MMU.
- C. MMU will perform all electrical disconnects and determinations of the equipment within the work area.

Defined Terms

- A. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder. The term Successful Bidder means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bid Documents" includes the Request for Bid, Instructions to Bidders, the Bid, Bid Sheet, and Scope of Work.

Copies of Bid Documents

- A. Complete sets of Bid Documents may be obtained from the Business Office, 75 East Morgan, Marshall, Missouri 65340. Complete sets of Bid Documents must be used in preparing the Bid; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Qualifications of Bidders

- A. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within five (5) days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for. Each bid must contain evidence of Bidder's qualification to do business in the State of Missouri or covenant to obtain such qualification prior to the award of the Contract.

Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Bid, to:
 - 1. Examine the Contract Documents thoroughly;
 - 2. Visit the site located at 765 W. North Street, Marshall, MO 65340 to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work;
 - 3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work;
 - 4. Study and carefully correlate Bidder's observations with the Contract Documents; and
 - 5. Notify General Manager of all conflicts, errors, or discrepancies in the Contract Documents.

- B. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Contract Documents.

Award of Contract

- A. Owner reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time, and if the contract is to be awarded, it will be awarded to the lowest responsive, qualified, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of project and Owner.
- D. If the Contract is to be awarded, Owner anticipates issuing a Notice of Award to the successful Bidder no later than sixty (60) days after the day of the Bid opening.

Tax Exemption

- A. Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project are to be made on a tax-exempt basis. The Owner shall furnish to the Contractor an exemption certificate authorizing such purchases. The project exemption certificate shall include, but not be limited to:
 - 1. The exempt entity's name, address, Missouri tax identification number, and signature of an authorized representative;
 - 2. The project location, description, and unique identification number;
 - 3. The date the contract is entered into, which is the earliest date materials may be purchased for the project on a tax-exempt basis;
 - 4. The estimated project completion date; and
 - 5. The certificate expiration date.

Such a certificate is renewable for this project at the option of the Owner, only for the purpose of revising the certificate expiration date as necessary to complete the project.

- B. The Contractor shall furnish the certificate prescribed above to all subcontractors, and any Contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf of the exempt entity, all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing Contractor invoices bearing the name of the exempt entity and the project identification number. The purchase of any construction machinery, equipment, or tools used in this project are not tax-exempt. All invoices for all personal property and materials purchased under the project exemption certificate shall be retained by the purchasing Contractor for a period of five (5) years and shall be subject to audit by the Director of Revenue.

- C. Any excess resalable tangible personal property or materials which were purchased for this project by the Contractor under the project exemption certificate but which were not incorporated into or consumed in the construction of the project, shall either be returned to the supplier for credit, or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by the Contractor not later than the due date of the Contractor's Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.
- D. No Contractor or material supplier shall, upon audit, be required to pay tax on tangible personal property and materials incorporated into or consumed in the construction of the project, due to the failure of the exempt entity to revise the certificate expiration date as necessary to complete any work required by the contract. If it is determined that tax is owed on such property and materials due to the failure of the exempt entity to revise such certificate expiration date, the exempt entity shall be liable for the tax owed.

Insurance

- A. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain, at Contractor's sole cost and expense, and shall require all Subcontractors (at any tier) responsible to perform demolition or abatement work to secure and maintain, at their respective sole cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by Marshall Municipal Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of Marshall Municipal Utilities against all hazards, or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by Marshall Municipal Utilities. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility, obligation, or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with Marshall Municipal Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Marshall Municipal Utilities
75 East Morgan Street
Marshall, MO 65340

All such insurance, whether from Contractor or its Subcontractors (other than Workers' Compensation insurance), shall name Contractor, Owner, and all indemnified parties and their respective agents, as additional insured (this additional insured coverage must be via endorsement and must be included on the Certificates of Insurance provided to Owner by Contractor and its Subcontractors).

The minimum coverages for the insurance referred to herein shall be in accordance with the requirements established below:

- | | |
|---|-------------|
| (A) Workers' Compensation, including election to Employer's Liability Statutory (as per R.S.Mo. 287.010 et seq) | Unlimited |
| (B) Liability Insurance, Including Premises, Operations, Products, and Completed Operations, Contractual Liability, Broad Form Property Damage and Independent Contractors; Such Coverage Shall Apply to Bodily Injury and Property With a Combined Single Limit of | \$1,000,000 |
| (C) Automobile Liability Insurance Covering Bodily Injury and Property Damage for Owned, Non-owned, and Hired Vehicles With a Combined Single Limit of | \$1,000,000 |
| (D) Owner's and Contractor's Protective Liability Insurance to Protect the | |

Board, its Agents, Servants, and Employees from Claims Which May
Arise From the Performance of this Contract, With a Combined Single
Limit of:

\$1,000,000

NOTE 1: Owner's and Contractor's Protective Liability Insurance must be a separate policy with the named insured being: "The City of Marshall, Missouri, and Marshall Municipal Utilities."

NOTE 2: The Owner's and Contractor's Protective Liability Insurance Policy shall contain an endorsement that will explicitly disclaim coverage for:

"Any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses of sovereign immunity or official immunity for any monetary amount whatsoever."

Contractor shall require any and all subcontractors with whom he enters into a contract to perform work on this Project to protect, through insurance, against applicable hazards or risks and shall, upon request of Marshall Municipal Utilities, provide evidence of such insurance.

Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold Marshall Municipal Utilities harmless therefrom.

- B. All policies of liability insurance required under the terms of Section A above shall be on an "occurrence" form, covering the full period when all work required under the agreement is to be provided. "Claim Made" liability policy forms are not permitted without the prior and express written approval of Owner. All insurance shall be on a primary and non-contributory basis. All policies of insurance required under the terms of Section A above shall contain a waiver of subrogation rights against the Owner, its insurers and officers, directors, employees, agents, and representatives.

Labor Related Regulations

- A. Whenever unemployment in Missouri exceeds five percent (5%) during a two (2) consecutive calendar month period, the Contractor shall employ only Missouri laborers or laborers from non-restrictive states on the project and every subcontract let by such Contractor shall contain a provision requiring that labor from Missouri or from non-restrictive states be used. However, it is not required that Missouri laborers or laborers from non-restrictive states be used if they are not available or if they are incapable of performing the particular type of work involved, provided there is a certification of such facts by the Contractor and approved by MMU. *Laborers from non-restrictive states* is defined as persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working nonpublic works projects in that state, as determined by the Labor and Industrial Relations Commission. Also, this requirement for Missouri laborers from non-restrictive states does not apply to regularly employed nonresident executive, supervisory, or technical personnel of the Contractor. Further, these requirements do not apply whenever they are in conflict with any federal regulations.
- B. Missouri Prevailing Wage Law (Chapter 290.210 – 290.340, RSMo) (for construction projects exceeding \$75,000, exclusive of maintenance)
 - 1. The Missouri Prevailing Wage law requires that all workers employed on public works be paid the proper prevailing wage rate. Prevailing wage rates are determined by actual hours worked, for a particular occupation title (classification/trade), in each individual county throughout the state. Minimum wage rates for this project are subject to the prevailing wage rate for Saline County, Missouri, as determined by the Industrial Commission of Missouri.
 - 2. Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract. The wage rates are set forth in the contract documents and are to be considered as a part of this project and the Request for Bid.

3. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.
2. At the completion of the project, the Contractor and all subcontractors must complete and submit to Owner an Affidavit of Compliance form in respect to the Prevailing Wage Law before the final payment of the Contract.

C. RSMO 285.525 through 285.555

1. Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (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. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Saline County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

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

2. In order to comply with Sections 285.525 through 285.555 RSMO, the City of Marshall, Board of Public Works, requires the following Bid and Contract documents:
 - a. **Affidavit for Service Contracts over \$5,000 (US)** — Effective 1/1/2009, Company shall comply with the provisions of Section 285.525 through 285.555 RSMO. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - (1) That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - (2) That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
 - a. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Marshall, Board of Public Works, encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm or by calling 888/464-4218.

D. RSMO 292.675

1. Effective August 28, 2009, and pursuant to the State of Missouri's RSMO 292.675, contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.
2. In order to comply with Section 292.675 RSMO, the City of Marshall, Board of Public Works, requires the following bid and contract documents:
 - a. **Affidavit for any Public Works Project Contract** — Effective 8/28/09, Company shall comply with the provisions of Section 292.675 RSMO. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the

completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Payment

- A. Owner shall pay to Contractor in current funds for the full and satisfactory performance of the work. Contractor acknowledges that the Contract Sum has been established at the time of execution of this Agreement based on expected quantities of ACMs that will need to be abated and expected amounts of demolition work, which have been determined by Contractor based on the Asbestos Survey, the other information provided to Contractor by Owner and Owner's consultants prior to execution of this Agreement and Contractor's own inspection of the site.
- B. The Contract Sum includes the amount of all applicable Federal, State, or local taxes (including sales, consumer, use and similar taxes, and taxes on the wages of Contractor's employees), permits and approvals, and the cost of all labor and supervision necessary to perform the work as required herein. Contractor shall be solely responsible to pay any taxes measured by the wages of its employees as required by applicable law and shall indemnify and hold Owner harmless on account of any such taxes assessed against Owner under authority of said law.
- C. Periodic payments for the performance of contractor's work shall be made monthly. Each monthly payment application shall request payment only for work then performed by Contractor, materials then installed by Contractor as part of its work on the project (unless otherwise agreed by Owner), and work completed as of the date of the payment application and authorized by a written change order signed by Owner. Each monthly payment application shall (i) itemize the work as directed by Owner, (ii) assign a completed percentage for each item of the work included, and (iii) indicate the total amount previously invoiced by Contractor through the date of the current request for payment. Provided the payment application is in proper form, contains all required supporting documentation, and is received by Owner within the time required by this paragraph, and except to the extent Owner takes exception to the payment application, Owner shall make payment to Contractor of the approved amounts requested in the payment application minus retainage of ten percent (10%) within thirty (30) days after receipt of the application.
- D. "Final Payment" shall not be due and owing to Contractor until (30) thirty days after completion of all of the work and submission to the Owner, of the following: (1) executed releases (effective upon receipt of Final Payment) signed by Contractor and all Subcontractors who may be entitled to a claim against the Owner or the project discharging and waiving all claims, damages, causes of actions, and/or suits against the Owner or the Owner's property relating to the project, the work, or the agreement, effective upon receipt of the Final Payment; (2) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; and (3) if required by Owner, such other documents or data establishing payment or satisfaction of Contractor's obligations hereunder, consent of surety or evidence of continuation of required insurance, to the extent and in such form as may be designated by the Owner.
- E. Owner shall have the right to charge back against Contractor, and to deduct from any payments due Contractor pursuant to the agreement, all amounts incurred by Owner as a result of any failure by Contractor to comply with the terms of the agreement or as a result of any negligence or unsatisfactory work by Contractor or its Subcontractors, including but not limited to all costs incurred by Owner to correct defective or non-conforming work, all amounts paid by owner to any subcontractor or supplier as a result of Contractor's failure to make payment to such person or entity. No payment made by Owner pursuant to this Agreement, including final payment, nor any partial or entire use or occupancy of the work by Owner shall be considered as, or deemed to imply, acceptance of any such work. A license/permit may be required by the city of Marshall for vendors providing services in Marshall. It is the responsibility of the vendor to get this information from the city.

For information, contact Jarad Muller at 660-886-6966.

Bids are due by 1:30 p.m., July 8, 2025.

**Notice and Instructions to Bidders/Vendors
Regarding Sections 285.525 through 285.550, Effective January 1, 2009
and Section 292.675 RSMO, Effective August 28, 2009**

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (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. As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g., Saline County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

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

Effective August 28, 2009, and pursuant to the State of Missouri's RSMO 292.675, contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with Sections 285.525 through 285.550 and 292.675 RSMO, the City of Marshall, Board of Public Works, requires the following bid and contract documents:

1. **Affidavit for Service Contracts over \$5,000 (US)** — Effective 1/1/2009, Company shall comply with the provisions of Section 285.525 through 285.550 RSMO. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - a. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
2. **Affidavit for any Public Works Project Contract** — Effective 8/28/09, Company shall comply with the provisions of Section 292.675 RSMO. Within 60 days of issuance of Notice to proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.
3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample*

The City of Marshall, Board of Public Works, encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm or by calling 888/464-4218.

If you have any questions, please contact MMU's Administrative Services Department at 660/886-6966.

**Affidavit of Compliance with Section 285.500, RSMO, et seq.
For All Agreements Providing Services in Excess of \$5,000
Effective January 1, 2009**

STATE OF _____)
) ss.
COUNT OF _____)

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

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

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

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

Signature

Print Name

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

Date

Verification

Department of Homeland Security – Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

**Affidavit of Compliance with Section 292.675 RSMO, Et Seq.
For any Public Works Project Contract
Effective August 28, 2009**

STATE OF _____)
) ss.
COUNT OF _____)

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

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 292.675 RSMO, et seq.

Signature

Print Name

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

Notary Public

My commission expires: _____

BID #15-25-EP Heating Boiler System

“In response to this request, I certify that I understand all of the above and attached specifications, that I have read them carefully, and that I will furnish all equipment/services stated and listed in the specifications and within the time frame specified unless otherwise indicated in written form.”

MMU is exempt from Missouri sales tax. A sales tax exemption form will be provided upon request.

Lump sum price for replacement
of the heating boiler system and located at
765 W. North Street. \$ _____

Please indicate the time after the award that you will be
able to deliver/install the equipment. _____

Name of Company

Address of Company

Printed Name of Authorized
Representative of Company

Signature of Authorized
Representative of Company

Phone #

e-mail

Date

Quoted price(s) will be good for 90 days.

Please seal and return these specifications complete with this form by **1:30 p.m., July 8, 2025**,
to:

Board of Public Works
75 East Morgan
Marshall, MO 65340

Mark envelope “Bid #15-25-EP” Bids received after the opening time will not be opened.

NOTE: Mail delivery, including U.S. Postal Service Overnight Express and UPS, to the address above is not guaranteed to arrive by 1:30 p.m. **Fax or email bids are not accepted.**