

THE CITY OF MOSCOW MILLS
REQUEST FOR WASTE COLLECTION PROPOSALS

INSTRUCTIONS

1. Request for Proposals

The City of Moscow Mills, (hereinafter know as the “City”), Lincoln County, Missouri, is seeking proposals for collection, processing, hauling, and disposal of residential solid waste, recyclables, yard waste and bulky items. The City is furnishing herein a set of specifications by which such proposals shall be considered. Any individual or firm (hereinafter “Contractor”) desiring to provide a quotation for services shall submit proposals following the instructions and format of the attached Proposal (RFP) documents.

2. Intent

It is the City’s desire to hire a Contractor who will provide clean, courteous, on-time service for the collection, hauling and disposal of residential solid waste, recyclables, yard waste and bulky items from the City.

3. Inquiries

All inquiries regarding this solicitation should be directed to:

City of Moscow Mills
Linda Haynes, City Clerk
P.O. Box 36-Mailing
500 Hwy MM-Physical
Moscow Mills, MO 63362
636-356-4220

4. Time Schedule

RFP Due Date and Bid Opening:	Friday, October 30, 2015 at 4:00 p.m.
Award of Contract:	Monday, November 9, 2015 at 6:30 p.m.
Commencement of Contract Services:	January 1, 2016

5. Sealed Proposals shall be delivered to:

City of Moscow Mills
Linda Haynes, City Clerk
P.O. Box 36-Mailing
500 Hwy MM-Physical
Moscow Mills, MO 63362

Sealed proposals shall be received by the City of Moscow Mills at the above address until 4:00 p.m. on Friday, October 30, 2015, publicly opened and read aloud for the proposed letting of a contract for waste collection in the City of Moscow Mills.

NOTE: Sealed envelopes should be clearly labeled “Sealed Proposal for Waste Collection Services”, with the contractor’s name.

Proposals received prior to the time of opening will be kept and remain unopened.

6. Withdrawal of Proposal

If a Contractor wishes to withdraw a proposal, the Contractor must submit a written notification of withdrawal to the City prior to the due time of the proposal. Failure to do so may result in forfeiture of the contractors posted bid bond.

7. Right of the City

The City reserves the right to reject any or all proposals, to waive informalities or irregularities, and to determine the lowest responsible price for services. The City also reserves the right to make its contractor selection based on the qualifications of the Contractor rather than price.

8. RFP Package

Each potential Contractor should check its RFP package for completeness. The package consists of the following sections:

- A. Instructions
- B. Definitions
- C. Contract
- D. Contractor Information
- E. Specifications/Quotation Forms

9. Bid Bond

A bid bond shall accompany each proposal. The bid bond may be in the form of a bond, certified check, or a bank cashier's check in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Proposals submitted without the required bond will be rejected.

10. Format for Proposal Submissions

The price quotation sheets must be correctly completed. All forms requiring signatures must be properly signed in ink. If the Contractor is unable to provide a quotation on a given service, then the relevant item on the price quotation sheet must have the words "No Quote" entered.

A Contract shall be returned with the proposal and any proposed changes to the Contract should be noted by the Contractor.

If the Contractor is unwilling or unable to meet any of the specifications contained in the RFP package, it shall list all requested deviations from the specifications, and a justification shall be stated for such deviations.

The Contractor shall provide the following:

- (a) A list of areas or municipalities within a 60 mile radius of the City that the Contractor furnished or has furnished residential solid waste, recycling and yard waste collection. No more than five (5) municipalities need to be listed.
- (b) A list of disposal and processing sites to be used for residential solid waste, recyclable and yard waste collected by the Contractor.
- (c) A list of the type of refuse, recycling and yard waste collection vehicles that will be used within the City limits. The Contractor is required to provide a detailed list with year, make, model, vehicle, weight, axle design, as well as loaded capacity. Refuse collection vehicles must comply with all applicable City, County, State, and Federal laws and ordinances as related to sanitation and transportation. All trash collection truck shall be empty when entering the city limits of Moscow Mills for the purpose of service under this contract. Trash collection trucks shall not be of a gross weight, when loaded, that exceeds the contract weight. The City will evaluate proposals based on Contractors past performance, experience, equipment to be used, and price offered. NOTE: The City reserves the right to reject any or all proposals, to waive informalities or irregularities,

and to determine the lowest responsible price for services. The City also reserves the right to make its Contractor selection based on the qualifications of the Contractor rather than the price.

WASTE COLLECTIONS CONTRACT DEFINITIONS

The following are definitions of terms for this contract:

Additional Services - Services Contractor may offer that are beyond the scope of basic services.

Basic Services - Services that apply to residential solid waste, bulky waste and recyclables collection of single-family households.

Bulky Waste - Wooden or plastic furniture or playground equipment, rugs, television sets, other medium to large items and remodeling debris normally associated with households.

Household Trash - Putrescible and non-putrescible solid and/or liquid trash normally generated by a household (i.e., food waste, packaging materials, small items no longer of any use, etc.)

Optional Services - Services that may be requested and paid for by the resident at their own discretion.

Recyclables - Materials from the solid waste stream that may be reprocessed and reused as a manufacturing resource to include (but not limited to) newspaper, paper, cardboard, aluminum, glass, metals, and plastics.

Subcontractor - Any person(s) or corporate entity that the Contractor sublets a portion or all of a contract.

Once Per Week Collection - Agreed services to be provided once per seven-day period.

White Goods - Water heaters, refrigerators, air conditioners, washers, dryers, microwaves, stoves, and any other appliances no longer useful to the resident.

Yard Waste - Leaves, grass clippings, yard and garden vegetation, Christmas trees, brush and tree limbs.

SOLID WASTE SERVICES AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2015 by and between _____, hereafter for all purposes "Contractor" and the City of Moscow Mills, hereinafter for all purposes "City".

SECTION 1: General Provisions

It is understood and agreed by and between the Contractor and the City that, for and in consideration of the granting by the City to the Contractor of the exclusive right, privilege and duty to collect, haul and dispose of garbage, trash, yard waste, and bulky items as those terms are defined in Chapter 60 of the Moscow Mills Municipal Code for residences for a term of years.

The Agreement for services shall become effective on January 1, 2016 and shall remain in effect through December 31, 2018, a period of three (3) years. The City shall have the option to extend the term of the Agreement for a maximum period of two (2) years. The City must exercise said option by notice in writing to the Contractor no later than ninety (90) days prior to the expiration of the term of the Agreement. In the event of such extension, all terms and conditions of the Agreement shall be in effect during the extension period, subject to the then current rate structure, insurance and performance bond.

It is further understood and agreed that the Contractor, having made a careful examination of Chapter 60 of the Moscow Mills Municipal Code and any amending ordinances, shall be bound by all such provisions now in full force and effect and any amendment thereto which may hereafter become effective during the life of this contract.

SECTION 2: Contractor Covenants and Agreements as Follows:

1. Contractor agrees to provide all services contracted for in compliance with:
 - a. The terms, conditions, restrictions and promises contained herein; and
 - b. Professional and good workmanlike standards of performance; and
 - c. All applicable laws, ordinances, rules, regulations and permits including those provisions of Chapter 250 RSMo., and the rules and regulations promulgated hereunder, and those permit and licenses held by the Contractor, the applicable landfill and processing facility.
2. The Contractor's Final Bid Option Proposal(s) to the City herein accepted by the City dated _____ shall be incorporated as Appendix A of this Agreement and shall be held as binding on the Contractor and the City. The City is free to accept any one (1) Final Bid Option Proposal or may reject all Final Bid Option Proposal(s).
3. The Contractor shall provide an emergency plan that will make provision for replacing or substituting vehicles, personnel, and facilities to be utilized under this Agreement.
4. Contractor shall bear the costs of performing the operation and transportation services, included but not limited to, all maintenance costs required to maintain its vehicles, all operating costs for equipment and personnel, all permit and license fees.
5. Contractor agrees to keep the following insurance in full force and effect during the term of this Agreement, at its own expense, with a company or companies acceptable to the City, with the

following coverages:

Worker's Compensation

Coverage: As prescribed by Missouri State Statutes

Automobile Liability

Bodily Injury: \$500,000.00 each occurrence

Property Damage: \$500,000.00 each occurrence

Comprehensive General Liability

Bodily Injury: \$500,000.00 each occurrence

\$1,000,000.00 aggregate

Property Damage: \$500,000.00 each occurrence

\$1,000,000.00 aggregate

The policies shall be endorsed and provided to the City within thirty (30) day's prior written notice of termination, cancellation or material change in coverage. A Certificate of Insurance evidencing the above coverage with company(ies) acceptable to the City shall be submitted to the City prior to performance of any services. Said insurance companies must be authorized to conduct business in the State of Missouri (in good standing with the Secretary of State and the Division of Insurance) and have an A.M. Best Rating of at least an "A".

6. Any subcontractors utilized by Contractor shall be subject to approval by the City, and shall have the same responsibilities as Contractor. Should any subcontractor utilized by the Contractor fail to comply with the terms of this Agreement; the same shall be considered default by the Contractor.

7. The Contractor shall provide a printed education letter or brochure to be distributed to each eligible household within the City for the purpose of explaining collection schedule and procedures. This education letter or brochure shall be delivered before the commencement of contracted services.

8. The Contractor is to provide the City with the name and phone number of a responsible person who can be contacted during normal operating hours to report complaints received by the City.

9. The Contractor is to provide the City with the name and phone number of a responsible person who can be contacted at other than normal operating hours in case of an emergency.

10. Contractor shall be required to indicate on the City Map, which is part of the bid packet, the boundaries of each day's collection route and the days on which collections will take place, and to notify the residents of those areas of their collections days.

Note: Collection shall not start prior to 6:00 a.m. and shall stop at 6:00 p.m. unless otherwise authorized by the City.

11. The Contractor is to provide the services listed in the specifications to senior citizens (62 years and older) and to residents who are 100% disabled (as determined by the office of Social Security) at a 50% discount from the unit prices listed in the bid form. The Contractor is to provide reasonable procedures to apply for and qualify for this discount.

12. Service shall be provided in a workmanlike manner. Contractor is responsible for removing

any excess, debris, leachate spillage, or truck fluid seepage from the collection routes in the City limits. All solid waste, yard waste and recyclables **collected** shall be immediately removed from the City. No load or partially loaded vehicle(s) is allowed to be parked in the City overnight.

13. The Contractor shall list on their Bid Form those Holidays on which collection will not be made. The Contractor shall state what pick up schedule will be followed to make up for Holidays.

14. The Contractor shall furnish to the City a Performance Bond specifying the City, in the amount of \$100,000.00 for the first year, \$125,000.00 for the second year, and \$150,000.00 for the third year and any optional years that the contract may be extended. The Performance Bond shall remain in effect for the term of the Agreement and must be delivered to the City upon Agreement execution. The new Performance bond must be delivered to the City at least thirty (30) days prior to the expiration date of the existing bond.

15. Occasionally Special Pickups may be required in the City due to localized storms, or other natural disasters, or for a Citywide Beautification Program. When these events occur, amounts of household items/yard waste needing disposal will be greater than normal. Please describe on a separate paper, your procedure to handle such an occurrence and the cost basis, if any.

16. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City or any of its agents or employees.

Contractor shall make City an additional insured on each policy of insurance that Contractor is required to maintain under the contract documents.

17. Contractor may include supportive or supplementary material with the bids as well as any additional services and/or options they may wish to include for consideration.

SECTION 3: Revocation or Default

1. The City reserves the right to revoke this agreement and all provisions thereof in the event that the Contractor fails in any of the obligations below:

A. Violates any provision of this Agreement or City Ordinance, except if such violation is an Act of God; or

B. Fails to provide or maintain liability indemnification coverage or performance bond requirements herein; or

C. Frequently violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal, or processing of solid waste unless such orders or rulings are contested by Agreement as authorized by law; or

D. Contractor attempts to evade any provision of this Agreement or the provisions of the

City's solid waste code; or

E. Contractor is insolvent, or is placed in receivership, or is unable or unwilling to pay its debts or is adjudged to be bankrupt.

2. In the event the Contractor fails to collect refuse for any seven (7) day period as provided herein, the City is authorized to execute against the Performance Bond and the thirty (30) day notice provision will thereby be waived, the City having the immediate right to terminate the Agreement without further notice to Contractor, except for an Act of God that prevents collection.

3. Contractor agrees that it will pay all damages; investigative, attorney, reporter or witness fees; travel expenses, depositions, court costs; interest and penalties which the City may legally be required to pay as a result of any storage, collection, transportation, processing or disposal of solid waste by Contractor or any wrongful or negligent acts or admissions of Contractor. These damages shall include, but not be limited to, damage arising out of workers' compensation laws and all other damages arising out of the performance of Contractor authorized hereunder, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement.

SECTION 4: Conclusion

1. It is understood and agreed that the Contractor has satisfied himself as to the nature and extent of the work to be performed under this Agreement. No verbal Agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

2. It is hereby further stated and agreed by and between the parties hereto that this Agreement may not be amended without permission of both parties.

3. If any portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

4. The Law of the State of Missouri shall govern this Agreement.

IN WITNESS THEREOF, the parties hereto execute this agreement the day and year first above written.

CITY OF MOSCOW MILLS

CONTRACTOR

By: _____

By: _____

Mayor

Name and Title

(SEAL)

ATTEST:

By:

Linda Haynes, City Clerk

CITY OF MOSCOW MILLS
Request for Proposal
Residential Waste Collection
Specifications

Estimated City Population: 2,700
Estimated Number of Households: 850
Map: Included in packet
City Facilities: To be included in quote at no extra charge

I. Contract Term: Three (3) year contract, plus two (2) one (1) year renewal options

II. Services to be Provided:

Basic Service - Price quotation for Basic Service, the following specifications and requirements apply to residential solid waste once-a-week collection, hauling, processing and disposal generated by the City's single-family households, excepting Pine Tree Manor and residences on Truman Court. Service shall also be provided for all City facilities and activities at no extra charge.

OPTION 1A

RESIDENTIAL COLLECTION:

TYPE: Curbside
FREQUENCY: Once per week
CONTAINER: Standard size-Resident provided
BULKY ITEM/WHITE GOODS: Once per month
SPECIAL CONSIDERATION: 50% Qualifying Discount

OPTION 1A BID QUOTE: YEAR 1 \$_____ PER MONTH
YEAR 2 \$_____ PER MONTH
YEAR 3 \$_____ PER MONTH
OPTION YEAR 4 \$_____ PER MONTH
OPTION YEAR 5 \$_____ PER MONTH

What day of the week would pickup be? _____

OPTION 1B

Option 1B is the same in all respects as Option 1A, except the container is Contractor provided. The container shall be a 96 gallon plastic container with wheels and an attached lid. If not quoting a 96 gallon toter as stated above, please give description:

OPTION 1B BID QUOTE: YEAR 1 \$_____ PER MONTH
YEAR 2 \$_____ PER MONTH
YEAR 3 \$_____ PER MONTH
OPTION YEAR 4 \$_____ PER MONTH
OPTION YEAR 5 \$_____ PER MONTH

PRICE EACH FOR ADDITIONAL TOTERS AT A RESIDENCE

YEAR 1 \$_____ PER MONTH
YEAR 2 \$_____ PER MONTH
YEAR 3 \$_____ PER MONTH
OPTION YEAR 4 \$_____ PER MONTH
OPTION YEAR 5 \$_____ PER MONTH

What day of the week would pickup be? _____

YARD WASTE

If the City approves either Option 1A or 1B, can the Contractor provide once-per-week, curbside pick of Yard Waste? _____ YES _____ NO

If Yes, at what additional charge:

	YEAR 1 \$ _____ PER MONTH
	YEAR 2 \$ _____ PER MONTH
	YEAR 3 \$ _____ PER MONTH
OPTION	YEAR 4 \$ _____ PER MONTH
OPTION	YEAR 5 \$ _____ PER MONTH

If City approves yard waste pickup as a service under the contract, will this fee be charged to every customer or only the customers participating in the yard waste program? _____

If only customers participating in yard waste pickup are to be charged, is there a term that the customer must continue to participate after opting in? _____

What containers, bags, etc. can be used for yard waste? _____

Are containers provided by the Contractor? _____ YES _____ NO

If so, is there an additional fee for the container? _____

What day of the week would pickup be? _____

Is there a size limit on twigs or branches and is there a manner in which they must be bundled for pickup? _____

RECYCLING

If the City approves either Option 1A or 1B, can the Contractor provide once-per-week, curbside recycling, with the Contractor providing containers? _____ YES _____ NO

If Yes, at what additional charge?

	YEAR 1 \$ _____ PER MONTH
	YEAR 2 \$ _____ PER MONTH
	YEAR 3 \$ _____ PER MONTH
OPTION	YEAR 4 \$ _____ PER MONTH
OPTION	YEAR 5 \$ _____ PER MONTH

If City approves recycling pickup as a service under the contract, will this fee be charged to every customer or only the customers participating in the recycling program? _____

If only customers participating in recycling pickup are to be charged, is there a term that the customer must continue to participate after opting in? _____

What containers, bags, etc. can be used for recycling? _____

Are containers provided by the Contractor? _____ YES _____ NO

If so, is there an additional fee for the container? _____

What day of the week would pickup be? _____

What recycling materials would be accepted? _____

CUSTOMER BILLING

If the City bills the customer monthly, the Contractor agrees to a 7% discount per month to the City.

If the Contractor bills the customer quarterly, the additional charge will be \$ _____ per month to the City.

The foregoing bid quotations shall be firm for one hundred twenty (120) days after the bid opening of the proposals.

COMPANY NAME:

ADDRESS:

TELEPHONE NUMBER#:

FAX #:

CONTACT NAME:

Name of authorized contract signatory:

(Please type or print)

Authorized Official Signature _____ Date

CONTRACTOR QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereafter.

Submitted by:

Check One:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other (specify)

Name of Firm:

Address:

Telephone Number:

1. How many years has your organization been in business?

(a) How many years has your organization been in business under its present name?

(b) Under what other or former names has your organization operated?

2. If a corporation, please answer the following. If a division or subsidiary is submitting a proposal, items (a) through (f) apply to the parent organization.

(a) Date of incorporation:

(b) State of incorporation:

(c) President's name:

(d) Vice-President's name:

(e) Secretary's name:

(f) Treasurer's name:

Division President or General Manager's Name:

3. In an individual or partnership, please answer the following:

(a) Date of organization:

(b) Name and address of all partners (state whether general or limited partnership):

4. If other than a corporation or partnership, describe organization, listing name and address of principals:

5. List at least one bank reference:

6. List name(s) of insurance company and name and address of agent(s):

7. List all violations your organization has been found guilty of concerning the collection, transportation, or disposal of municipal solid waste in Missouri over the past five (5) years:

Dated this _____ day of _____, 2015.

By:

(Name and title)

_____, being duly sworn, attests and states that he/she is _____ of _____ and the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me on this _____ day of _____, 2015.

Notary Public

Commission Expires

CONTRACTOR REFERENCES

Please provide a list of areas or municipalities within a 60-mile radius of the City that the Contractor furnished or has furnished residential solid waste, recycling, and yard waste collection. No more than five (5) municipalities need to be listed.

DESTINATION POINT FOR RESIDENTIAL SOLID WASTE, RECYCLABLES, YARD WASTE, AND BULKY ITEMS

Please provide the name and location of destination points (transfer station, processing center, landfill) for residential solid waste, recyclables, and yard waste that will be collected in the City. If residential solid waste and/or yard waste is delivered to a transfer station, indicate facility(ies).

CONTRACTOR VEHICLE INFORMATION

Please provide a list of the type of refuse, recycling and yard waste collection vehicles that will be used within the City limits including year, make, model, vehicle, weight, axle design, as well as loaded capacity. All trash collection truck shall be empty when entering the city limits of Moscow Mills for the purpose of service under this contract. Trash collection trucks shall not be of a gross weight, when loaded, that exceeds the contract weight you must state below.

HOLIDAY SCHEDULE

Please provide a list of the Holidays on which collection will not be made with an alternate pickup date.

SPECIAL PICKUPS

Please provide your procedure to handle Special Pickups due to localized storms, natural disasters or for a Citywide Beautification Program and the cost basis, if any.

50% DISCOUNT ELIGIBILITY FORM

Please provide a reasonable procedure to apply for and qualify for a Senior Citizen (62 and older) and 100% Disabled (as determined by the office of Social Security) discount.

DESCRIPTION OF YARD WASTE COLLECTION
PROCEDURE

DESCRIPTION OF RECYCLING PROCEDURE

DESCRIPTION OF BULKY WASTE/WHITE GOOD
COLLECTION PROCEDURE

DESCRIPTION OF EMERGENCY PLAN FOR REPLACING OR
SUBSTITUTING VEHICLES, PERSONNEL, AND FACILITIES

CHECKLIST OF ITEMS TO BE INCLUDED WITH BID

- _____ \$2,500 Bid Bond
- _____ Proof in insurance
- _____ Map of City indicating collection days
- _____ Contractor Qualification Statement
- _____ Contractor References
- _____ Destination Sites for Disposal, Etc.
- _____ Contractor Vehicle Information
- _____ Holiday Schedule
- _____ Special Pickup Procedure
- _____ 50% Discount Eligibility Form
- _____ All unit price areas filled in
- _____ Description of yard Waste collection procedure
- _____ Description of Recycling procedure
- _____ Description of Bulky Waste/White Good collection procedure
- _____ Any supplemental information for consideration
- _____ Description of Emergency Plan for Replacing or Substituting Vehicles, Personnel, and Facilities
- _____ Answers to additional questions

Current City Facilities needing pickup:
City Hall-500 Hwy MM
Police Station-71 Progress Court
Moscow Mills Community Center-625 Hwy C
Other facilities may be added in the future

Additional Questions:

1. Please describe the process a resident would follow to report a damaged toter and the procedure your company uses for providing a replacement (i.e. number of days after reported).
2. Services for a residential customer within Moscow Mills City limits shall only be set up by the City of Moscow Mills. When you are notified by the City of the new customer, how long will it be before a toter is delivered to them?
3. What is your company's expected procedure for picking up toters when the City notifies you that a residence no longer needs trash service due to it being vacant?
4. If the City chooses Option 1B, will your company pick up additional trash that is in a receptacle other than a provided toter? If so, at what cost?
5. Is there a limit on the amount of receptacles that will be picked up if Option 1A is chosen?
6. How would your company handle a customer that has a missing toter? If the toter is never found, would the customer be financially responsible? If so, would this be an issue directly between your company and the resident?
7. The City currently has several residences that are unoccupied. We do not desire to have trash service at these homes until they are occupied. Would the City be billed for these residences that are empty, or only for the homes who have trash scheduled with City Hall? If the City would not be billed, and Option 1B is taken, it is understood that a trash receptacle would not be present at these unoccupied homes.
8. The City would prefer using e-mail communication to notify the trash company of new pickups and deleted pickups. Along with the monthly bill, the City would like to receive an e-mailed electronic file of the locations being picked up for double checking against the City's data base to ensure accuracy. Are you set up to use e-mail for these two items? If not, please note what procedures you would use.

**NOTICE AND INSTRUCTIONS TO BIDDERS AND VENDORS
REGARDING HIRING OF ILLEGAL WORKERS**

Pursuant to Missouri statute 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 by the City of Moscow Mills, Missouri to a business entity, the business entity (Company or individual) shall:

- 1) 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.
- 2) Sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The City of Moscow Mills, Missouri, in order to comply with sections 285.525 through 285.550 RSMo, requires the following bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 –

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo.

Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. 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. Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

A form for such affidavit is included herein.

Required Documentation of Program Enrollment -

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 Moscow Mills requires 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 www.dhs.gov or by calling **888-464-4218**.

