



RE: EXPANSION OF THE COMPOST FACILITY BUILDING

RESOLUTION 2026-35

Background:

The existing compost building was constructed in 1997 to process biosolids into compost. The composting process requires the material to remain under cover for approximately 30 days to properly cure before it is ready for distribution. Once complete, the finished compost is made available free of charge to Nixa residents. This program is funded through the monthly recycling fee collected from utility customers.

Analysis:

As the City of Nixa continues to grow, the volume of biosolids generated by the wastewater treatment process also continues to increase, currently averaging 1 million gallons a month. At the same time, the availability of farmland for land application of biosolids has gradually decreased and will decrease further when the new Southwest Regional Lift Station is completed in the next two years. This will open up approximately one thousand acres of land for development leaving us less farmland to apply biosolids on. Expanding the existing compost building by approximately 8,100 square feet would double our current composting capacity of 608,400 lbs. allowing more biosolids to be beneficially reused as compost rather than relying on limited land application sites. The expansion would also help meet the increasing demand from residents who utilize the City's compost program while providing a long-term solution to accommodate future growth.

Recommendation:

Staff recommends that City Council authorize the project to be advertised for bids. Expanding the compost facility will increase operational capacity, support continued population growth, and provide a long-term solution for biosolids management.

MEMO PREPARED BY:

Jason Stutesmun | Water Quality Superintendent
417-725-2353

RESOLUTION NO. 2026-35

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT BIDS FOR THE EXPANSION OF THE COMPOST FACILITY BUILDING.

WHEREAS the Nixa City Code (Chapter 2, Article VI) authorizes the City Administrator to purchase supplies, materials, equipment, and services on behalf of the City when a competitive procurement method is utilized; and

WHEREAS said provisions require the City Administrator to obtain an authorizing resolution from the City Council prior to soliciting purchases that will total \$20,000.00 or more; and

WHEREAS City staff are requesting authorization to solicit bids for the construction to expand the current compost facility building by 8,100 square feet; and

WHEREAS the current building was constructed in 1997. As the City continues to grow, the volume of biosolids generated by the wastewater treatment process continues to increase while the availability of farmland for land application of biosolids decreases. Expanding the current building would increase our composting capacity, allowing more biosolids to be beneficially reused as compost rather than relying on limited land application sites; and

WHEREAS expansion of the compost facility building is a capital improvement project approved in the 2026 budget; and

WHEREAS the City Council desires to authorize the City Administrator to undertake the purchase described herein in compliance with Chapter 2, Article VI of the Nixa City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS:

SECTION 1: The City Administrator, or designee, is hereby authorized, pursuant to the provisions of Chapter 2, Article VI, of the Nixa City Code, to solicit and undertake the purchase described in "Resolution Exhibit A," which said Exhibit is attached hereto and incorporated herein by this reference.

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

RESOLUTION NO. 2026-35

ADOPTED BY THE COUNCIL THIS ____ DAY OF _____, 2026.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS ____ DAY OF _____ 2026.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



RFB-021-2026/WW

Compost Building Expansion

Issue Date: 8/12/2026

Questions Deadline: 9/3/2026 12:00 PM (CT)

Response Deadline: 9/10/2026 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing

Address: Purchasing

715 W. Mt. Vernon Street

PO Box 395

Nixa, MO 65714

Phone: (417) 449-0555

Email: sewing@nixa.com

Event Information

Number: RFB-021-2026/WW
Title: Compost Building Expansion
Type: Request for Bid
Issue Date: 8/12/2026
Question Deadline: 9/3/2026 12:00 PM (CT)
Response Deadline: 9/10/2026 10:00 AM (CT)
Notes: The City of Nixa is issuing a Request for Bid for the construction of a compost building. This building will be an expansion to the current compost building located at 972 Old Riverdale Rd, at the wastewater treatment plant.

A Pre-Bid meeting will be held at the project site on August 18, 2026 at 10:00AM. While it is not mandatory, it is highly recommend you attend in order to gain knowledge about the project site location, and the project itself. This will be your time to ask questions, and get clarification on the project.

The City highly encourages electronic submissions via the online bidding system as it expedites the process and helps to alleviate errors.

NO EMAILED bids will be accepted.

The Response Deadline is the date and time public unsealing of bid responses will be held.

Public unsealing of bid responses will take place at:

City of Nixa
Public Works
1111 W. Kathryn St.
Nixa, MO 65714

The City of Nixa reserves the right to accept or refuse any or all bids.

Ship To Information

Contact: Jason Stutesmun
Address: Wastewater
Water Quality
1111 Kathryn Street
PO Box 395
Nixa, MO 65714
Phone: (417) 725-2353
Email: jstutesmun@nixa.com

Billing Information

Contact: Accounts Payable
Address: Finance
City Hall
715 W. Mt Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 725-3785
Email: accountspayable@nixa.com

Bid Attachments

Terms and Conditions 2026.pdf

Terms and Conditions

[View Online](#)

Affidavit of Business Entity.pdf

[View Online](#)

E-Verify

OSHA 10 AFFIDAVIT.pdf

[View Online](#)

OSHA Affidavit

anti-demonstration-against-israel.pdf

[View Online](#)

Anti-Demonstration Against Israel Affidavit

2026 BUSINESS APPLICATION.pdf

[View Online](#)

Business Application

Requested Attachments

Bid Bond

(Attachment required)

Please upload your Bid Bond here.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

Anti Demonstration Against Israel Affidavit

(Attachment required)

Please download the "Affidavit for Anti-Demonstration against Israel", located on the Attachment tab. Complete the document and upload it here.

OSHA Affidavit

(Attachment required)

Please download the "OSHA Affidavit", located on the Attachment tab. Complete the document and upload it here.

Business License Application

Please upload your Business License Application here.

Other Attachment

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. ****Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if applicable.****

2 RFB Submission Response

The City of Nixa prefers responses to be submitted online via our electronic system. No fax or email submissions will be accepted. For any questions, please contact the Purchasing Department at 417.449.0555.

3 Bid Opening

Any bid received later than the specified time shall be disqualified.

Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555.

If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.

4 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" Tab.

5 Completion Timeframe

Please list out the timeframe for completion of each portion of the project.

1. Engineering
2. Installation of concrete footing, pad, and walls
3. Construction of building
4. Total estimated timeframe for completion

(Required: Maximum 100 characters allowed)

6 Warranty

List warranty offered.

(Required: Maximum 100 characters allowed)

7 Bid Award

The City of Nixa reserves the right to award Bids to the Vendor whose bid response best serves the City's best interest. The City reserves the right to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

☐ I acknowledge.

(Required: Check if applicable)

8 Bid Bond/Performance Bond/Insurance Requirements

The City of Nixa has requirements which will need to be completed by the awarded vendor. Please review the information below regarding Bid Bond/Security information as well as information on insurance and special requirements expected from the awarded vendor for this project. Acknowledge your understanding below.

Requirement for Bid Security – Bid security bond is required for all construction when the bid amount is \$20,000.00 or greater or deemed necessary by the City. Bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City in an amount equal to at least 5% of the amount of the bid. Failure to provide security will result in the bid being rejected. If the bidder fails to honor his bid for any reason, then such bid security may be retained by the City and deposited to the General Fund. The City has the right to hold bidders' bonds until the awarded contract is executed.

Contract Performance and Payment Bonds – When a construction contract is awarded, for an amount exceeding \$20,000.00, a bond shall be delivered to the City and shall become binding on the parties upon the execution of the contract; which bond shall be a performance, labor, and materials bond satisfactory to the City, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.

Insurance - All contracts between the City and a Contractor shall state that Contractor shall include the City as "additional insured" during the term of the contract. Workers Compensation amount and type shall be in full compliance with applicable statutory requirements, and Employer Liability Coverage limits is to be provided consistent with any applicable legal requirements. Commercial General Liability and Comprehensive Automobile Liability coverage are to be in the amount equal to the sovereign immunity limits for Missouri public entities as calculated and published in Section 537.610 RSMo. In addition, for any projects utilizing state or federal transportation funds, Insurance requirements shall meet those necessary to comply with those funding requirements.

Prevailing Wage Requirement - Subject to prevailing wage requirements, only for those projects required by State law, the vendor must comply with Section 290.250 RSMo by paying to all personnel employed for applicable services actually provided under the contract not less than the prevailing wage hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the current wage order for Christian County. If a project qualifies for prevailing wage, pertinent information will be in the solicitation document.

E-Verify, Federal Work Authorization - Pursuant to RSMo 285.530, if the Vendor meets the definition of RSMo 285.525 of a "Business Entity", the Vendor must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to its employees hired after enrollment in the program who are proposed to work in connection with the services the City is bidding / contracting. The document is required for services when the awarded dollar value is equal or greater than \$5,000.00. OSHA Training Program - Contractors on public works projects shall comply with all requirements of Section 292.675, RSMo., regarding completion of a construction safety program by all employees on the project.

☐ I acknowledge.

(Required: Check if applicable)

9 Anti-Collusion Statement

By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.

Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I agree.

(Required: Check if applicable)

10 General Terms and Conditions

Download the General Terms and Conditions, located on the "Attachments" tab. Thoroughly review and indicate below.

☐ I have downloaded, read and understand.

(Required: Check if applicable)

11 Vendor Verification

The City of Nixa has utilized Payment Works for vendor verification. If awarded the bid, you will receive an email to register with Payment Works and upload your vendor information. By acknowledging this item, you agree to follow thru and register thru Payment Works to be a vendor with the City, as requested.

☐ I acknowledge.

(Required: Check if applicable)

12 Business License

The City of Nixa has a Business License Code which requires all businesses performing a service within the city limits, regardless of their physical location, to obtain a business license. If awarded the bid, as a part of the contract, you and any subcontractors will be required to obtain a business license before any work shall begin.

By acknowledging this item, you agree to follow thru with this requirement.

☐ I understand and agree to comply.

(Required: Check if applicable)

Bid Lines

1 Please indicate the cost to complete the structural engineering for concrete for the project.

(Response required)

UOM: EA Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
☐ Additional notes
(Attach separate sheet)

2 Please indicate the cost to complete the concrete footing, pad and walls for the project.

(Response required)

UOM: EA Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
☐ Additional notes
(Attach separate sheet)

3 Please indicate the cost to complete the architectural design for the building on the project.

(Response required)

UOM: EA Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
☐ Additional notes
(Attach separate sheet)

4 Please indicate the cost to complete the construction of the building for the project.

(Response required)

UOM: EA Price: \$ Total: \$

Supplier Notes: _____

- ☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFB shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

Print Name

Signature

SCOPE OF WORK

The City of Nixa is soliciting bids from contractors to provide professional engineering, design, labor, materials, equipment, supervision, and construction services necessary to complete a compost building expansion at the City's Wastewater Treatment Plant.

The new compost building shall be constructed adjacent to the north side of the existing compost building and shall function as an expansion of the existing composting operations.

The awarded vendor shall furnish all labor, materials, equipment, tools, transportation, supervision, and incidental items necessary to complete the project in accordance with applicable building codes, industry standards, and project specifications as determined by the engineer.

The work shall include, but is not limited to, the following:

- Architectural design of the proposed compost building.
- Structural engineering for all structural components, including foundations and concrete structures.
- Preparation of all construction drawings and engineering documents necessary for construction.
- Site layout and construction staking as required.
- Excavation, grading, and site preparation required for the new building.
- Construction of reinforced concrete footings and foundation system.
- Construction of a reinforced concrete floor slab/pad.
- Construction of approximately 270 linear feet of reinforced concrete walls, 4 feet in height, designed to protect the pre-engineered metal building (PEMB) wall system.
- Furnishing and erection of the pre-engineered metal building (PEMB), approximately 90 feet by 90 feet in size.
- Installation of all structural framing, wall panels, roofing, trim, flashing, and associated building components.
- Electrical design and installation necessary to support the completed building.
- Coordination of all subcontractors and suppliers required to complete the project.
- Final cleanup of the project site and removal of all construction debris.

- Contractor shall restore positive drainage around the completed structure and install grading or drainage improvements necessary to prevent ponding adjacent to the building.
- Contractor shall provide all work necessary to connect the new building to the existing compost building, including flashing, weatherproofing, structural connections, and other required components.

Building Requirements

The completed building shall meet the following minimum requirements:

- Approximate building dimensions: **90 feet by 90 feet**.
- Location: Adjacent to the north side of the existing compost building at the City's Wastewater Treatment Plant.
- Approximately **270 linear feet** of reinforced concrete containment walls.
- Concrete walls shall be approximately **4 feet in height** to provide protection for the PEMB wall system.
- Shall consist of at least 2 automatic garage doors. Review and approval to be given by city staff.
- The completed structure shall be fully functional and ready for its intended compost storage and operational use.

Contractor Responsibilities

The Contractor shall:

- Provide complete project management from design through construction.
- Coordinate all engineering disciplines required for the project.
- Supply all labor, materials, equipment, and construction services.
- Comply with all applicable federal, state, and local regulations.
- Maintain a safe work site and comply with all OSHA requirements.
- Protect existing facilities and utilities from damage during construction.
- Repair any damage caused by construction activities at no additional cost to the City.

Permits and Inspections

The City will obtain and provide all required construction permits.

All required construction inspections will be performed by City inspectors. The Contractor shall coordinate inspection scheduling, provide adequate notice when inspections are required, and correct any deficiencies identified during inspections.

Bonds

The successful bidder shall provide:

- Bid Bond with the submitted bid.
- Performance Bond.
- Payment Bond.

All bonds shall be in the amounts required by the contract documents and shall remain in effect for the duration of the project as required by law.

Project Completion

The Contractor shall deliver a complete, fully operational compost building expansion, including all design, engineering, construction, and related work necessary for final acceptance by the City.

The project shall be considered complete upon successful completion of all required inspections, correction of punch-list items, final cleanup, and acceptance by the City.

CITY OF NIXA, MISSOURI
GENERAL TERMS AND CONDITIONS OF COMPETITIVE PROCUREMENT PROCESS

- 1. Authority.** Chapter 2, Article VI, Division 1 of the Nixa City Code, contains the provisions which govern the City's competitive procurement processes. Section 2-172 of the Nixa City Code authorizes the establishment of additional rules and procedures to implement the provisions of Chapter 2, Article VI, Division 1 of the Nixa City Code. These terms and conditions (hereinafter "Terms") are promulgated pursuant to the authority set out herein.
- 2. Scope.** These Terms shall govern and control the competitive procurement process. Once a contract is executed between the City and the awarded Offeror, these Terms shall no longer apply to that specific contractual arrangement. By providing a submittal as part of this solicitation, Offerors agree to be bound by the terms and conditions contained in this document.
- 3. Opening Location and Due Date.** Sealed Submittals will be received at Nixa City Hall, 715 W. Mt. Vernon St., Nixa, MO 65714, until the due date and time specified in the solicitation, local Nixa, Missouri time (Central Time) (hereinafter the "Due Date").
- 4. Opening of Submittals.** Submittals shall be opened at a public opening. Offerors who have submitted a Submittal and the public are allowed to attend the opening. No decision related to an award shall be made at the opening.
- 5. Delivery of Submittals.**
 - 5.1.** Submittals shall be submitted thru the electronic bidding portal. Facsimile, telephone, and email Submittals shall not be accepted by the City. The City will not accept any Submittal received after the Due Date. It is the sole responsibility of the Offeror to ensure timely delivery of their Submittal.
 - 5.2.** Offerors shall comply with all instructions and requirements outlined on the City's electronic bidding website <https://nixa.ionwave.net>. Offerors are solely responsible for ensuring their electronic submittals are complete, properly uploaded, and received by the specified deadline. The City is not responsible for technical difficulties encountered by Offerors during the electronic submission process.
- 6. Prices.** Submittals shall provide unit price, extended total, or both if applicable. Price must be stated in the units of quantity as specified in the City's specifications. The unit price shall control in the event of any discrepancy. Each item must be priced separately, and Offerors shall not attempt to tie any item or items in with any other item or items. All pricing shall be submitted as "Free on Board" ("FOB") for the destination Nixa, Missouri 65714, freight prepaid.
- 7. Taxes.** Federal or State excise, sales, or use taxes should not be included in any prices submitted as part of this Solicitation. The City is tax exempt as a matter of law. A Tax Exemption Certificate may be furnished by the City if required.
- 8. Estimated Quantities.** The estimated quantities indicated in the City's Solicitation represent anticipated requirements only. The City reserves the right to exceed or diminish these estimates.

9. Solicitation Forms, Variances, and Alternates. Solicitation responses shall be submitted on City forms provided as part of the Solicitation. Offerors submitting a Submittal as part of this Solicitation shall indicate any variances from the City's requested specifications, terms, conditions, and the anticipated contract document. Alternate Submittals may be provided as part of a Submittal but will only be considered at the sole discretion of the City.

10. "Or Equal" Interpretation. When a particular manufacturer's name or brand is specified within the Solicitation along with the words "or equal", then the City will consider other brands which are substantially similar. Offerors submitting an alternative shall clearly indicate the product (brand and model number) on which they are providing as an alternative. Additionally, they shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the brand or manufacturer specified by the City. Catalog cuts and technical descriptive data shall be provided where applicable.

11. Withdrawal of Submittals. Submittals may be revised, modified, or withdrawn by the Offeror at any time prior to the Due Date. Any such revision, modification, or withdrawal shall be in writing. After Submittals are opened, they shall be irrevocable for a period of sixty (60) days, unless otherwise stated.

12. Clarification and Addenda. Each Offeror submitting a Submittal as part of this Solicitation shall examine all solicitation documents posted by the City and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions concerning interpretation, clarification, or additional information pertaining to this Solicitation shall be made through the Purchasing Department in writing through email. No oral interpretation shall be made by the City. The issuance of written addenda shall be the only method whereby interpretation, clarification, or additional information is given by the City. It is the responsibility of each Offeror to contact the Purchasing Department to determine if addenda were issued and to make such addenda a part of their Submittal. Any and all addendums shall be posted on the City's electronic bidding web site: (<https://nixa.ionwave.net/HomePage.aspx>). Offerors are responsible for checking this website regularly for any issued addenda.

13. Contract Forms. Any contract resulting from the City's acceptance of a Submittal shall be on forms either supplied by or approved by the City. The City has provided a template contract as part of the City's Solicitation. Any edits, modifications, or exceptions to this template document shall be provided as part of any Submittal.

14. Reserved Rights. The City reserves the right to make such investigations as it deems necessary to determine whether any Submittal is responsive and that the Offeror providing the Submittal is sufficiently responsible or capable of performing any potential contract. The City may require any Offeror to provide current financial statements, verification of availability of equipment and personnel, past performance records, or any other documents which will enable the City to determine whether the Submittal or the Offeror is sufficient.

15. Applicable Law. This competitive procurement process shall be governed by the laws of the State of Missouri.

16. Protest.

16.1. Right to Protest. Any actual Offeror who is aggrieved in connection with the award of a contract as part of this Solicitation may protest the award in accordance with the procedure set forth in this section.

16.2. Grounds for Protest. Protests shall be limited to the following grounds:

16.2.1. *Errors in the Evaluation Process:* The City made a substantial error in the application of the evaluation criteria specified in this Solicitation.

16.2.2. *Non-Responsive or Non-Responsibility:* The City improperly determined a Submittal to be non-responsive or an Offeror to be non-responsible.

16.2.3. *Improper Award:* The award of a contract was not made in accordance with the requirements of this Solicitation or applicable law.

Protests shall be based on clear and convincing evidence of bias, fraud, or misapplication of stated evaluation criteria.

16.3. *Filing a Protest:* To be considered valid, a protest must be submitted in writing and must contain the following:

16.3.1. Identification of the Protestor: The name, mailing address, telephone number, and email address of the Protestor.

16.3.2. Identification of the Solicitation: The title and solicitation number of the procurement.

16.3.3. Detailed Statement of Grounds for Protest: A clear and concise statement of the specific grounds for the protest, including all relevant facts, and supporting documentation. Mere disagreement with the City's decision is not sufficient.

16.3.4. Signature: The signature of the Protestor by an authorized representative of the Protestor.

16.4. *Deadline for Filing:* Protests must be received by the City no later than 7 calendar days after the notice of award of the contract. Protests shall be submitted to the City Administrator.

16.5. *Review of Protest:*

16.5.1. Initial Review: Upon receipt of a timely and properly filed protest, the City Administrator, or designee, shall conduct an initial review to determine if the protest meets the requirements of this section. Protests that do not meet these requirements may be rejected without further consideration, and the Protestor shall be notified accordingly.

16.5.2. Suspension of Procurement Process: Unless the City Administrator makes a written determination that the award of the contract is urgently required without delay for compelling reasons, the procurement process may be suspended pending the resolution of the protest. In the case where the City Administrator determines that he award of the contract is urgently required, then no further action shall be taken on the protest.

16.5.3. Opportunity to Respond: The City Administrator may provide other

interested parties with notice of the protest and an opportunity to respond within a specified timeframe.

16.5.4. Investigation and Decision: The City Administrator shall investigate the protest, which may include a review of relevant documents and meetings with the Protestor and other parties. A written decision on the protest shall be issued within 15 business days after the filing of the protest. The decision shall state the findings of fact, the reasoning of the decisions, and any corrective action to be taken, if any.

16.6. *Limitation of Remedies:* In the event that a protest is determined to be valid, the exclusive and sole remedy available to the Protestor and any other interested party shall be the cancellation of the current Solicitation and the commencement of a new, independent competitive procurement process. The City reserves the right to revise the specifications or requirements in any subsequent solicitation. Under no circumstances shall a successful protest result in the amendment of the original award or the award of the contract to the protesting party under the terms of the protested Solicitation.

16.7. *Finality of Decision:* The written decision of the City Administrator shall be the final administrative determination of the City regarding the protest.

16.8. *Waiver of Objections:* By providing a submittal pursuant to this solicitation, and as consideration for the City's review of the Offeror's submittal, said Offeror shall waive any objections or challenges to the protest process provided for herein. The protest process outlined herein shall be Offerors sole recourse to dispute a contract award made as part of this solicitation.

17. *Quality Guaranty.* If any product delivered does not meet the City's specifications or if the product will not produce the effect that the Offeror represented to the City, the Offeror shall pick up the product from the City at no expense to the City. Additionally, the Offeror shall refund to the City any money which has been paid for same. The Offeror shall be responsible for attorney fees in the event the Offeror defaults and court action is required.

18. *Quality Terms.* The City reserves the right to reject any or all materials if, in its judgment, any item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

19. *Solicitation Tabulation.* Offerors may submit a request for a copy of the tabulation of the Solicitation through the City's purchasing department.

20. *Expenses.* All expenses for responding to the City's Solicitation shall be borne by the Offeror submitting their Submittal.

21. *Anti-Collusion Certification.* The Offeror warrants and represents that their submission is made in good faith and without any agreement, understanding, or arrangement with any other person or entity to submit a fictitious or fraudulent submission, or to refrain from submitting a submission, or to otherwise collude with any other person or entity in any manner whatsoever in connection with this Solicitation. The Offeror further warrants and represents that:

21.1. The prices in this submission have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating

to such prices with any other Offeror or potential Offeror.

21.2. Unless otherwise required by law, the prices which have been quoted in this submission have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to notification of award, directly or indirectly to any other Offeror or to any competitor.

21.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a submission for the purpose of restricting competition.

21.4. The Offeror has not offered, conferred, or agreed to confer any pecuniary benefit or other consideration to any official or employee of the City in connection with this Solicitation.

22. Liability and Indemnity. In no event shall the City be liable to the Offeror for any special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with this Solicitation.

The Offeror shall defend, indemnify and save harmless the City, its elected or appointed officials, agents, and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays, and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Solicitation, including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

23. Information is Public. All documents submitted with any Submittal shall become public documents and subject to RSMo. Chapter 610. By submitting any document to the City in connection with this Solicitation, the Offeror recognizes the public nature of the document and waives any claim against the City and any of its officers and employees relating to the release of any document or information submitted. Each Offeror shall hold the City and its officers and employees harmless from any claims arising from the release of any document or information made available to the City arising from this Solicitation.

24. Authorized Product Representation. The successful Offeror(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Offeror(s) is legally authorized to submit, and the successful Offeror(s) will be legally bound to perform according to the documents.

25. Regulations. Each Offeror is responsible to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

26. Awards. Awards shall be made pursuant to the applicable provisions of Section 2-173 of the Nixa City Code. Notice of the award of a contract shall be made to all Offerors who submitted a Submittal as part of the Solicitation.

27. Additional Purchases by Other Public Agencies. The awarded Offeror, by submitting a Submittal, agrees to allow other public agencies to engage in cooperative purchasing utilizing the pricing submitted by the Offeror.

28. Cancellation of Solicitation. The City reserves the right to cancel this Solicitation in whole or

in part at any time prior to contract award, without obligation or liability to any Offeror. The reasons for cancellation may include, but are not limited to, insufficient funding, changing requirements, or the determination that it is in the best interest of the City to do so. Notice of cancellation will be provided to all Offerors who submitted a Submittal, if possible.

29. No Guarantee of Award. Submission of a Submittal does not guarantee that the City will award a contract. The City reserves the right to reject any or all Submittals, to waive minor irregularities or informalities in Submittals, and to make an award to the Offeror whose Submittal is deemed to be in the best interest of the City, considering all evaluation factors.

30. Debarment/Suspension. By submitting a Submittal, the Offeror certifies that neither it nor its principals are currently debarred, suspended, or otherwise ineligible from participating in federal, state, or local government procurement activities. The City reserves the right to reject any Submittal from an Offeror that is debarred or suspended.

31. Definitions. The following terms shall have the meaning set forth below when used in this document:

City: Refers to the City of Nixa, Missouri.

Due Date: Refers to the specific closing date and time for the submission of Submittals as indicated in Section 3 of these Terms.

Offeror: Refers to the person or entity submitting a Submittal in response to the City's Solicitation.

Solicitation: Refers to the competitive procurement process referenced in Section 2 of these terms, including all associated documents, specifications, and addenda.

Submittal: Refers to the Offeror's complete response to the City's Solicitation, including all required forms, pricing, and other documentation.

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

OSHA 10 – AFFIDAVIT OF COMPLIANCE

Before me, the undersigned Notary Public in and for the County of _____
State of _____ personally came and appeared _____
(printed name) _____ (position) of _____ (company name)
(a corporation) (a partnership) (a proprietorship), and after being duly sworn, did depose
and say that all provisions and requirements set out in Section 292.675, Missouri Revised
Statutes, pertaining to the 10-hour OSHA construction safety training of workers employed on
public works projects have been fully satisfied and there has been no exception to the full
and complete compliance with said provisions and requirements. The referenced OSHA
training is necessary in carrying out the contract and work with the City of Nixa in Christian
County, Missouri.

Said training of all project workers has been or will be undertaken within 60 days of commencement of construction of the project. The contractor is to provide to the city copies of OSHA certification cards of each project worker.

Signature (person with authority)

Date _____

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____, to me known to be the person described herein and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date



2026 Business License Application

PO Box 395, 715 W. Mt. Vernon
Nixa, MO. 65714
Ph. 417-725-3785 Fax 417-725-6394

New License Fee= \$50.00
Annual Renewal Fee= \$25.00
License # _____
Infill# _____

Application Date _____

BUSINESS INFORMATION

Business Name _____

dba Name _____

Business Physical Address _____

City _____ State _____ Zip Code _____

Mailing Address (if different) _____

City _____ State _____ Zip Code _____

Business Phone _____ Cell Phone _____

FEIN# _____ - _____ Retail Sales Tax# (if conducting sales) _____

Description of Business _____

☐ Sole Proprietor ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company

GENERAL/OPERATING MANAGER

Name(s) _____ Title _____

Contact # _____ Email Address _____

BUSINESS OWNER

Name(s) _____ Contact # _____

City _____ State _____ Zip Code _____

APPLICANT INFORMATION

Name(s) _____ Title _____

Contact# _____ Email Address _____

Print Name

Signature ***REQUIRED



Department of Compliance Information

PO Box 395, 715 W. Mt. Vernon
Nixa MO 65714
Ph. 417-725-3785 Fax 417-725-6394

Application Date _____ **BUSINESS INFORMATION**

Business Name _____

Physical Address _____

Applicant Name _____ Contact # _____

Is this a Home Occupation? _____ Estimated # of Employees _____ Opening Date _____
(REQUIRED)

Description of Business Practices you are proposing:

OFFICE USE ONLY

Building Department Approval

____ Building permit is currently under review

____ Change of use permit is required

____ Building permit is required with construction plans containing the following information.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Date: _____

Approved By: _____

Planning and Zoning Approval

____ Current Zoning _____

Proposed use meets Land Development Code requirements.

Proposed use is allowed but subject to the following conditions.

1. _____
2. _____
3. _____

____ Proposed use is not allowed.

Reason: _____

Section: _____

Date: _____

Approved By: _____



911 Emergency Information

PO Box 395, 715 W. Mt. Vernon
Nixa MO 65714
Ph. 417-725-3785 Fax 417-725-6394

Opening Date _____

BUSINESS INFORMATION

Business Name _____

Physical Address _____

City _____ State _____ Zip Code _____

Business Phone# _____

Business Hours- (Weekdays) _____ (Weekends) _____

Alarm _____ Alarm Company Phone# _____

Safety Information: (Please list any hazardous materials and their location in the business of safety issues that May affect first responders.

KEY HOLDERS OUTSIDE OF BUSINESS HOURS

Name _____ Title _____

Contact # _____

Name _____ Title _____

Contact # _____

Name _____ Title _____

Contact # _____

Be sure to list at least one key holder as it is important that the police department be able to contact someone with access to the business in the event of an emergency. If information on list form changes please contact City Hall at 417-725-3785 for a new form. Questions can be directed to the Nixa Police Department by calling 417-725-2510.

NOTE: Information on this form is strictly confidential and will not be released outside of our agency.

BUSINESS LICENSE AFFIDAVIT OF OWNING A BUSINESS AND WORK AUTHORIZATION

State and/or Federal Law provisions regulate the presence of aliens in the United States. I understand that pursuant to 2008 State Statute 285.530 certain public benefits are prohibited by law from the being provided to aliens unlawfully present in the United States and that I do not and will not knowingly employ a person who is an unauthorized alien in connection with the business for which the permit or license has been or is being obtained and assert that the obtaining of the permit or license will not violate the prohibition on providing certain public benefits for aliens unlawfully present in the United States as set forth in State Statute 285.530. Should I become aware, after issuance of the permit or license and during the term of the permit or license that the business is in violation of State Statute 285.530, I will immediately notify the city of the violation and failure to do so may result in denial/revocation/suspension of the permit or license. After notification of the violation is provided to the city, the business shall immediately advise the city of steps being taken to correct the violation. A failure to timely correct the violation may result in denial/revocation/suspension of the permit or license.

I affirm that, I, _____ a citizen of the United States. I also affirm

that my company _____ does not and will not knowingly

employ a person who is an unauthorized alien.

In Affirmation thereof, the facts stated above are true and correct.

Signature

Date