



## **RE: Resolution Authorizing staff to solicit and contract for Civil Engineering Services**

### **Background:**

Nixa Utilities & Public Works have existing contracts with several on-call engineering firms to provide professional engineering services related to Civil, Electric, and Transportation engineering. Our existing contracts each have five-year terms that expire in November. As the city has grown, the number and complexity of our projects have increased. We enlist the services of several engineers to ensure that we can keep up with the demands associated with maintaining and growing the city's infrastructure.

### **Analysis:**

This Resolution will authorize staff to solicit for engineering services for Civil, Electric, and Transportation related engineering. Our intent is to continue to contract with multiple firms for each discipline to ensure that we maintain the ability to provide quality services for our project needs. Having multiple options for engineering has been extremely beneficial to operations. Continuing to contract for on-call engineering services with multiple firms will ensure that we are able to align engineering needs with the firm that best fits our needs for any given project.

To do this, we begin by soliciting for qualifications using the attached Request for Qualifications (RFQ) bid invitations. Once received, the submissions will be analyzed and ranked with the top one or two firms in each of the three disciplines receiving an offer for contract.

The attached bid solicitation documents meets our Purchasing Policy and State Statute requirements for these types of professional services.

### **Recommendation:**

Staff recommends approval of the attached resolution to begin the RFQ process to acquire engineering on-call services for the city's Civil, Electric, and Transportation related engineering needs.

### **MEMO PREPARED BY:**

**Travis Cossey** | Asst. Director Nixa Utilities & Public Works

417-725-2353

**RESOLUTION NO. 2026-41**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT QUALIFICATIONS FOR PROFESSIONAL CIVIL ENGINEERING SERVICES.**

**WHEREAS** the Nixa City Code 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 totaling \$20,000.00 or more; and

**WHEREAS** City staff is seeking authorization to solicit qualifications for Professional Civil Engineering services; and

**WHEREAS** the City Council desires to authorize the City Administrator to undertake the purchase described herein.

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

**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.

**[Remainder of page intentionally left blank. Signatures follow on next page.]**

**RESOLUTION NO. 2026-41**

**ADOPTED BY THE COUNCIL THIS 13<sup>th</sup> DAY OF October, 2026.**

ATTEST:

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

**APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**RFQ-027-2026/PW**

**Professional Civil Engineering Services**

Issue Date: 10/14/2026

Questions Deadline: 11/4/2026 12:00 PM (CT)

Response Deadline: 11/17/2026 10:00 AM (CT)

**Contact Information**

Contact: Stephanie Ewing

Address: Purchasing

City Hall

715 W. Mt. Vernon Street

PO Box 395

Nixa, MO 65714

Phone: (417) 449-0555

Email: [sewing@nixa.com](mailto:sewing@nixa.com)

## Event Information

Number: RFQ-027-2026/PW  
Title: Professional Civil Engineering Services  
Type: Request for Qualifications  
Issue Date: 10/14/2026  
Question Deadline: 11/4/2026 12:00 PM (CT)  
Response Deadline: 11/17/2026 10:00 AM (CT)  
Notes: The City of Nixa, MO is seeking professional civil engineer services.

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

**NO EMAILED OR FAXED** 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  
Purchasing  
715 W. Mt. Vernon St.  
Nixa, MO 65714

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

## Ship To Information

Contact: Travis Cossey  
Address: Public Works  
Public Works  
715 W. Mt. Vernon St.  
PO Box 395  
Nixa, MO 65714  
Phone: (417) 725-2353  
Email: tcossey@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

**Affidavit of Business Entity.pdf**

E-Verify

[View Online](#)

**Terms and Conditions 2026.pdf**

Terms and Conditions

[View Online](#)

**2026 BUSINESS APPLICATION.pdf**

Business Application Form

[View Online](#)

# Requested Attachments

## RFQ Response

(Attachment required)

Please upload your RFQ Response here.

## E-Verify

(Attachment required)

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

## Business License Application

Please download the "Business License Application", located on the Attachment tab. Complete the document and upload it here.

# Bid Attributes

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Introduction</b><br>There are several attributes associated with this bid, including this one. Some are informational notes and do not require a response, while most require a response. To proceed with and submit your bid response, you must provide a response to all required attributes.                                                                                                                                                                                                                                                                  |
| 2 | <b>Bid Opening</b><br>Any bid response received later than the specified time shall be disqualified.<br><br>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.                                         |
| 3 | <b>Attachments Required</b><br>Be sure to upload all required documents and forms to the "Response Attachments" Tab.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4 | <b>Purpose and Scope</b><br>4 Purpose and Scope The City desires to retain a firm(s) and/or individual(s) to provide Professional Consultant Services to the City of Nixa Utilities & Public Works Department in all facets of Surveying, Water and Sewer System's planning and design, including operation, and maintenance and other general Civil Engineering services relating to Utility and Public Works operations.<br><br>Scope of Work may include, but not be limited to: Engineering design services, Master planning, system analysis, and Rate studies |

## 5 RFQ Submission Response

RFQ responses on qualifications shall be no longer than 20 pages total.

Information submitted in responding to the RFQ shall include:

- a. Firm Name and contact individual's name, mailing address, telephone numbers and email address;
- b. Year established and former firm name if applicable;
- c. Types of services for which firm/individual is qualified to perform;
- d. Names of key personnel with experience of each and length of time employed with the firm or organization;
- e. Number of staff available for assignment;
- f. References of other government entities;
- g. Data and information gathering methods; Evaluation techniques;
- h. Methods used for involving City staff and public on key projects;
- i. Methods for tracking and reporting progress on projects;

Please upload your RFQ response in the "Response Attachments" tab.

File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

## 6 Evaluation Criteria

All bid proposals will be evaluated and ranked on the following criteria:

Qualification specification compliance

Functionality to the particular department that professional consulting services are requested.

Knowledge of applicable City of Nixa operations, procedures, and system.

References

## 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 Insurance Requirements

The City of Nixa has requirements which will need to be met by the awarded vendor. Please review the information below on insurance and special requirements expected from the awarded vendor for this project. Acknowledge your understanding below.

**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.**

**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.

☐ I acknowledge.

(Required: Check if applicable)

**9 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)*

**10 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)*

**11 Vendor Approval**

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)*

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 RFQ 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

**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](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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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

**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.



## 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