



## **RE: CONTRACT FOR BORING SERVICES**

### **Background:**

Staff is seeking authorization to post a bid for on-call boring services. This is not a new service; the city has contracted with on-call boring companies for several years. Having a contract for on-call boring is important for timely service. The boring contractors are primarily used by the water and electric department for the repair and installation of water, sewer, and electric service lines under roadways. Although the street department does periodically use a boring contractor for storm sewer installation and repair, it is on a much more limited basis. The awarded companies will also be utilized for excavation, trenching, and the installation of cement vaults.

### **Analysis:**

The city currently contracts with two boring companies to provide the needed service. This ensures that in emergency situations we have multiple options for response to the needed service.

### **Recommendation:**

Staff recommends approval of the resolution authorizing the city to post bid to

### **MEMO PREPARED BY:**

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

417-725-2353

**RESOLUTION NO. 2024-41**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT BIDS FOR ON-CALL BORING SERVICES.**

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**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 for purchases totaling \$10,000.00 or more; and

**WHEREAS** City staff is seeking authorization to solicit bids for on-call boring services; and

**WHEREAS** the City Council desires to authorize City staff 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 City's Procurement 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. 2024-41**

47 **ADOPTED BY THE COUNCIL THIS 8<sup>th</sup> DAY OF JULY 2024.**

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ATTEST:

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

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

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55 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

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ATTEST:

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MAYOR

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CITY CLERK

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63 APPROVED AS TO FORM:

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CITY ATTORNEY



**RFB-026-2024/PW**

**Boring and Trenching**

Issue Date: 6/25/2024

Questions Deadline: 7/12/2024 12:00 PM (CT)

Response Deadline: 7/19/2024 10:00 AM (CT)

**Contact Information**

Contact: Stephanie Ewing  
Address: Purchasing  
715 W. Mt. Vernon St.  
Nixa, MO 65714  
Phone: (417) 449-0555  
Email: [sewing@nixa.com](mailto:sewing@nixa.com)

## Event Information

Number: RFB-026-2024/PW  
Title: Boring and Trenching  
Type: Request for Bid  
Issue Date: 6/25/2024  
Question Deadline: 7/12/2024 12:00 PM (CT)  
Response Deadline: 7/19/2024 10:00 AM (CT)  
Notes: The City of Nixa is issuing a Request for Bid for Boring and Trenching services for Public Works.

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

Paper bids will still be accepted. All bid content must be in a sealed envelope. Bids must be delivered by the stated close date and time. **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

Please submit any questions regarding this bid in writing to the Purchasing Manager, Stephanie Ewing at [sewing@nixa.com](mailto:sewing@nixa.com).

All quantities listed in this bid are estimated and can be changed +/- upon ordering.

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

## Ship To Information

Address: Public Works  
1111 Kathryn St.  
Nixa, MO 65714  
Phone: (417) 725-2353

## Billing Information

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

## Bid Attachments

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### SCOPE OF WORK.pdf

Scope of Work

[View Online](#)

### Bid Sheet.pdf

Bid Sheet

[View Online](#)

### General Construction Contract\_4.22.24 edits.docx

Contract for Boring Services

[View Online](#)

### Affidavit of Business Entity.pdf

E-Verify

[View Online](#)

### OSHA Affidavit of Compliance.pdf

OSHA Affidavit

[View Online](#)

### Terms\_and\_Conditions-Formal.pdf

Terms and Conditions

[View Online](#)

### Wage Order 31.pdf

Prevailing Wage Order 31

[View Online](#)

### anti-demonstration-against-israel.pdf

Anti-Discrimination Against Israel Affidavit

[View Online](#)

## Requested Attachments

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### Bid Sheet

*(Attachment required)*

Please download the "Bid sheet" located on the Attachments tab. Complete the document and upload it here.

### E-Verify

*(Attachment required)*

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

### OSHA Affidavit of Compliance

*(Attachment required)*

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

### Anti Demonstration Against Israel Affidavit

*(Attachment required)*

Please download the "Anti Demonstration Against Israel Affidavit of compliance", located on the Attachment tab. Complete the document and upload it here.

### Additional Documentation

Additional Documentation may be added to provide information regarding your product.

## Bid Attributes

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#### 1 Introduction

There are attributes, including this one, associated with this bid. 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\*\*

#### 2 Attachments Required

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

**3 Bid Opening**

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

Questions pertaining to the bid 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 Section 2**

**REQUIREMENTS**

The following items require an answer

**5 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 agree.

*(Required: Check if applicable)*

**6 Scope of Work**

Download the Scope of Work, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree.

*(Required: Check if applicable)*

**7 Materials/Equipment Contractor to Furnish**

The owner will provide all materials for this contract on a project-by-project basis, with the exception of the following items: (1) High Density Polyethylene (HDPE) conduit. This item shall be furnished by the bidder when required. Cost associated with furnishing said conduit shall be included in the unit prices where listed in this proposal. (2) Rock backfill for vaults. Cost associated with this item shall be included in the vault unit prices included in this proposal. (3) Rock backfill for conduit embedment. Cost associated with this item shall be included in the unit prices for conduits in this proposal. The financial responsibility for replacement of damaged materials after delivery will be borne by the bidder.

I acknowledge.

*(Required: Check if applicable)*

**8 Bid requirements**

The Contractor shall provide labor as stated in item #7 above. Contractor is responsible for tools, equipment and safety devices necessary to perform in the manner within the time specified. The contractor shall complete the work to the satisfaction of the City of Nixa, at the price agreed upon in signed contract.

The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

I acknowledge.

*(Required: Check if applicable)*

**9 Response Time**

Awarded winner/s will agree to respond to calls within a reasonable amount of time.

Routine Bore - 3 day response time  
Emergency Bore - 4 hour response time

The timeframe should be in coordination with the locating services, which are equivalent.

The contractor shall be in communication with department superintendents, particularly if timeframes cannot be met.

I acknowledge.  
(Required: Check if applicable)

**10 Bid/Contract Term**

The term of the bid/contract agreement is for (1) one year, beginning upon date awarded. The City may, at it's option, extend the contract for up to (4) four additional one-year terms, subject to the Escalation/De-Escalation stated below.

**ESCALATION/DE-ESCALATION:**

Prices shall remain firm for a period of one year from the date of award. Prices may be changed after the first year, not to exceed 5% in a given year. Increases will be considered for the following reasons:

An increase or decrease in the supplier's cost of materials and/or labor rates may be justification for price change; however, this shall not be construed in any way to increase vendor's margin or profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City of Nixa Purchasing Department upon renewal of contract/bid agreement. Approval of each request shall be sent in written form. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract/bid agreement with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

I acknowledge.  
(Required: Check if applicable)

**11 Contract**

By marking the checkbox, I acknowledge I have read and understand my company will be asked to sign the Contract as stated as it applies to the response submitted.

**Any variances requested from the Vendor must be uploaded in the "Additional Documents" upload for review by the City.**

**This does not guarantee changes or differences will be accepted.**

I agree.  
(Required: Check if applicable)

**12 Prevailing Wage Order 31**

Download the Prevailing Wage Order 31, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree to comply.  
(Required: Check if applicable)

**13 OSHA Affidavit**

Download the OSHA Affidavit, located on the "Attachments" tab. Thoroughly review and indicate below.

I have downloaded, read and agree to comply.  
(Required: Check if applicable)



<b>1</b> <b>4</b>	<b>Affidavit of Business Entity</b> By marking the checkbox, I acknowledge that my company participates in the E-Verify system and can provide documentation. <input type="checkbox"/> I agree. <i>(Required: Check if applicable)</i>
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<b>1</b> <b>5</b>	<b>Anti-Discrimination Against Israel Affidavit</b> Download the Anti-Discrimination Against Israel Affidavit, located on the "Attachments" tab. Thoroughly review and indicate below. <input type="checkbox"/> I have downloaded, read and agree to comply. <i>(Required: Check if applicable)</i>
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<b>1</b> <b>6</b>	<b>Deviations and Exceptions</b> If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The City will consider any deviations or exceptions in its bid award decisions. The City reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).  <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
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<b>1</b> <b>7</b>	<b>Anti-Collusion Statement</b> 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.  <input type="checkbox"/> I agree. <i>(Required: Check if applicable)</i>
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## Supplier Information

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

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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*

UNIT NO.	NO OF UNITS	UNIT	UNIT PRICE	EXTENDED PRICE	DESCRIPTION
<b>The below section is for installing Vaults AND their respective Backhoes</b>					
UF1.8C	1	EA.			Single Phase Transformer Vault 40x40x30, 650 Pounds
UF1.8C	1	EA.			Single Phase Junction Cabinet Vault 40x40x36, 1125 Pounds with Concrete Lid 42x47x3, 580 Pounds
UF1.8C	1	EA.			Combo Vault, Single Phase Cabinet & Transformer 42x80x36, XXXX Pounds with Concrete Lid 42x80x5, XXXX Pounds
UF3.8C	1	EA.			Three Phase Transformer Vault 60x60x36, 2150 Pounds with Concrete Lid 70x70x5, 1500 Pounds
UF3.8C	1	EA.			Three Phase Junction Cabinet Vault 38x96x36, 2525 Pounds with Concrete Lid 38x96x5, 1050 Pounds
UF3.8C	1	EA.			Combo Vault, Three Phase Cabinet & Transformer 38x132x36, 3750 Pounds with Concrete Lid 38x132x5, 1550 Pounds
UF3.8C	1	EA.			Three Phase Transformer Concrete Pad 80x90x5, 2300 Pounds
<b>The below section is for installing PVC &amp; Galvanized conduit fittings</b>					
UP7.04.22	1	EA.			PVC Elbow 2" 3" 4" or 6" 22 Degrees Long or Short Radius
UP7.04.45	1	EA.			PVC Elbow 2" 3" 4" or 6" 45 Degrees Long or Short Radius
UP7.04.90	1	EA.			PVC Elbow 2" 3" 4" or 6" 90 Degrees Long or Short Radius
UP7.04.22G	1	EA.			Rigid Galvanized Elbow 2" 3" 4" or 6" 22 Degrees Long or Short Radius
UP7.04.90G	1	EA.			Rigid Galvanized Elbow 2" 3" 4" or 6" 90 Degrees Long or Short Radius
UP7.04.45G	1	EA.			Rigid Galvanized Elbow 2" 3" 4" or 6" 45 Degrees Long or Short Radius
<b>The below section is for installing PVC &amp; Rigid conduit</b>					
UP8.1P	1	LF			Conduit, 1" PVC or smaller
UP8.2P	1	LF			Conduit, 2" PVC
UP8.3P	1	LF			Conduit, 3" PVC
UP8.4P	1	LF			Conduit, 4" PVC
UP8.6P	1	LF			Conduit, 6" PVC
UP8.1G	1	LF			Conduit, 1" Rigid Galvanized or smaller
UP8.2G	1	LF			Conduit, 2" Rigid Galvanized
UP8.3G	1	LF			Conduit, 3" Rigid Galvanized
UP8.4G	1	LF			Conduit, 4" Rigid Galvanized
UP8.6G	1	LF			Conduit, 6" Rigid Galvanized
<b>The below section is for trenching, backhoe, boring, rock sawing, and post-hole-ing</b>					
UT1.48.06	1	LF			Trench 48" Depth, Width 1" to 6" Includes Warning Tape
UT1.48.06	1	LF			Trench 48" Depth, Width 7" to 12" Includes Warning Tape
TRENCH or BACKHOE ROCK ADDER	1	LF			Excessive large rock contained in trench alignment
UT1B.48.XX	1	LF			Backhoe 48" Depth width varies includes Warning Tape and Backfilling
UT1S.48.XX	1	LF			Pipe 48" Depth width varies includes knife track restoration
BORE 1.2.34.PVC	1	LF			Directional Bore (1) 2" 3" or 4" PVC Pipe
BORE 2.2.34.PVC	1	LF			Directional Bore (2) 2" 3" or 4" PVC Pipes
BORE 3.2.34.PVC	1	LF			Directional Bore (3) 2" 3" or 4" PVC Pipes
BORE 4.2.34.PVC	1	LF			Directional Bore (4) 2" 3" or 4" PVC Pipes
BORE 1.6.PVC	1	LF			Directional Bore (1) 6" PVC Pipe
BORE 2.6.PVC	1	LF			Directional Bore (2) 6" PVC Pipes
BORE 3.6.PVC	1	LF			Directional Bore (3) 6" PVC Pipes
BORE 4.6.PVC	1	LF			Directional Bore (4) 6" PVC Pipes
BORE 1.2.HDPE	1	LF			Directional Bore (1) 2" 3" or 4" HDPE Pipe
BORE 1.3.HDPE	1	LF			Directional Bore (1) 2" 3" or 4" HDPE Pipe
BORE 1.4.HDPE	1	LF			Directional Bore (1) 2" 3" or 4" HDPE Pipe
BORE 2.2.HDPE	1	LF			Directional Bore (2) 2" 3" or 4" HDPE Pipes
BORE 2.3.HDPE	1	LF			Directional Bore (2) 2" 3" or 4" HDPE Pipes
BORE 2.4.HDPE	1	LF			Directional Bore (2) 2" 3" or 4" HDPE Pipes
BORE 3.2.HDPE	1	LF			Directional Bore (3) 2" 3" or 4" HDPE Pipes
BORE 3.3.HDPE	1	LF			Directional Bore (3) 2" 3" or 4" HDPE Pipes
BORE 3.4.HDPE	1	LF			Directional Bore (3) 2" 3" or 4" HDPE Pipes
BORE 4.2.HDPE	1	LF			Directional Bore (4) 2" 3" or 4" HDPE Pipes
BORE 4.3.HDPE	1	LF			Directional Bore (4) 2" 3" or 4" HDPE Pipes
BORE 4.4.HDPE	1	LF			Directional Bore (4) 2" 3" or 4" HDPE Pipes
BORE 1.6.HDPE	1	LF			Directional Bore (1) 6" HDPE Pipe
BORE 2.6.HDPE	1	LF			Directional Bore (2) 6" HDPE Pipes
BORE 3.6.HDPE	1	LF			Directional Bore (3) 6" HDPE Pipes
BORE 4.6.HDPE	1	LF			Directional Bore (4) 6" HDPE Pipes
BORE ROCK ADDER 1	1	LF			Directional Bore Diameter 1" to 5"
BORE ROCK ADDER 2	1	LF			Directional Bore Diameter 6" to 8"
BORE ROCK ADDER 3	1	LF			Directional Bore Diameter 9" to 12"
ROCK SAW 1	1	LF			Saw 48" Depth, Width 1" to 6"
ROCK SAW 2	1	LF			Saw 48" Depth, Width 7" to 12"
POT-HOLING	1	EA.			Unit Price for one Pot-hole location Rock or Soil
POT-HOLING HARD SURFACE	1	EA.			Unit Price for one Pot-hole location Hard Surface
<b>The below section is for site restoration work</b>					
SEED MULCH ROW	1	SQ. FT.			Site restoration of road right-of-ways or undeveloped private land (standard seeding, no sod)
SOD YARD	1	SQ. FT.			Site restoration of residential or commercial yards or green spaces requiring sod replacement
HYDRO SEEDING	1	SQ. FT.			Site preparation and application of hydro-seed
SURFACE RESTORATION ROCK	1	SQ. FT.			Replacement of a private granular surface driveway 6" depth
SURFACE RESTORATION ASPHALT	1	SQ. FT.			Replacement of a private asphalt or seal coat surface driveway 6" depth
SURFACE RESTORATION CONCRETE	1	LN. FT.			Replacement of a private concrete surface driveway 6" depth
EROSION CONTROL - SILT	1	LN. FT.			Installation of standard silt fence, silt socks, straw bales or equivalent silt prevention measures.
<b>The below section is for Time and Equipment Hourly Rates</b>					
<b>UNIT NO - LABOR</b>					
Superintendent	1	HR.			
General Foreman	1	HR.			
Foreman (Assist. General)	1	HR.			
Safety Officer	1	HR.			
Administrative Assistant/Clerical	1	HR.			
Journeyman Linemen	1	HR.			
Apprentice 1 Year	1	HR.			
Apprentice 2 Year	1	HR.			
Apprentice 3 Year	1	HR.			
Apprentice 4 Year	1	HR.			
Apprentice 5 Year	1	HR.			
Apprentice 6 Year	1	HR.			
Apprentice 7 Year	1	HR.			
Operator	1	HR.			
Groundman	1	HR.			
General Laborer	1	HR.			
Mechanic	1	HR.			
<b>UNIT NO - EQUIPMENT</b>					
Bucket Truck 35-45 Foot	1	HR.			
Bucket Truck 46-55 Foot	1	HR.			
Bucket Truck 56-65 Foot	1	HR.			
Bucket Truck 66+ Foot	1	HR.			
Digger Truck 47'	1	HR.			
Digger Truck 50'	1	HR.			
Digger Truck 60'	1	HR.			
Digger Truck - Pressure Digger	1	HR.			
Truck Pick Up	1	HR.			
Dump Truck	1	HR.			
Vac Truck	1	HR.			
Vac Trailer	1	HR.			
Trailer Pole	1	HR.			
Trailer Spoil (3 Reel)	1	HR.			
Trailer Spoil (1 Reel)	1	HR.			
Trailer Stringing - Three or Four Reel	1	HR.			
Trailer Stringing - One or Two Reel	1	HR.			
Trailer - Underground Pulver	1	HR.			
Trailer Enclosed - Multi Axle	1	HR.			
Trailer Enclosed - Single Axle	1	HR.			
Trailer Flatbed/Dump - Multi-Axle	1	HR.			
Trailer Flatbed/Dump - Single Axle	1	HR.			
Skidloader (Standard, Wheel or track)	1	HR.			
Skidloader (Walk-Behind)	1	HR.			
Track Machine (Pole Handling-Small, Backyard Type)	1	HR.			
Track Machine (Pole Handling-Large)	1	HR.			
Track Hoe (Large-Excavating)	1	HR.			
Track Hoe (Small-Mini Excavator)	1	HR.			
Backhoe (Standard)	1	HR.			
Trencher (Standard)	1	HR.			
Trencher (Walk-Behind)	1	HR.			
Semi-Tractor & Trailer	1	HR.			
Dozer D4 or D5	1	HR.			
Dozer D6	1	HR.			
Crane 1-20 Ton	1	HR.			
Crane 21+ Ton	1	HR.			
Broadcast Spreader (Seed)	1	HR.			
Wheel Disc-Cultivator (Soil Prep)	1	HR.			
Straw Blower (Mulch)	1	HR.			
Air Compressor	1	HR.			

**Materials and Equipment:** The Owner will provide all materials for this contract on a project-by-project basis, with the exception of the following items: (1) High Density Polyethylene (HDPE) conduit. This item shall be furnished by the Bidder when required. Cost associated with furnishing said conduit shall be included in the unit prices where listed in this bid. (2) Rock backfill for vaults. Cost associated with this item shall be included in the Vault unit prices included in this bid. (3) Rock backfill for conduit embedment. Cost associated with this item shall be included in the unit prices for conduits included in this bid. The financial responsibility for replacement of damaged materials after delivery will be borne by the Bidder.

**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 BIDDING**

1. **Opening Location:** Sealed proposals will be received at Nixa City Hall, 715 W. Mt. Vernon St., Nixa, MO 65714, until the proposal closing date and time indicated above.
2. **Opening of advertised proposals:** The vendor and public are invited, but not required, to attend the opening of proposals. No decision related to an award of a contract or purchase order will be made at the opening.
3. **Submittal of Proposals:** Proposals delivered in person or by mail must be submitted in a sealed envelope identified with the bid title and date of closing on the outside. Facsimile, telephone and email proposals will NOT be considered. Proposals will not be accepted after the due date and time.
4. All proposals shall be submitted FOB Destination Nixa, Missouri 65714, freight prepaid (unless otherwise stated).
5. **Prices Bid:** Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
6. **Taxes:** Do NOT include Federal Excise Tax or Sales and Use Tax in the bid prices, as the City is exempt from them by law. Tax Exemption Certificate will be furnished if required.
7. **Estimated Quantities:** The estimated quantities indicated in this Request for Proposal represent anticipated requirements only. The right is reserved to exceed or diminish these estimates.
8. **Bid Forms, Variances, and Alternates:** Bids must be submitted on attached City bid forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City of Nixa.
9. **“Or Equal” Interpretation:** When a particular manufacturer’s name or brand is specified along with the words “or equal”, Quotations will be considered on other brands or the product of other manufacturers. On all such Quotations the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and technical descriptive data shall be attached to the original copy of the quote where applicable. Failure to submit the above information may be sufficient grounds for the rejection of quote.
10. **Withdrawal of Bids:** Bids or proposals may be revised, modified, or withdrawn by the bidder at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the bids are opened, they shall be irrevocable for the period sixty (60) days. Bids or proposals may not be withdrawn or revised after opening unless specified in the RFP.
11. **Clarification and Addenda:** Each bidder shall examine all Bid documents 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 the Request for Proposal shall be made through the Purchasing Department in writing or through email. The Purchasing Department shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Purchasing Department at phone number 417-449-0555 or email, to determine if addenda were issued and to make such addenda a part of their Bid. Any and all addendums will be posted on the City’s electronic bidding web site (<https://nixa.ionwave.net/HomePage.aspx>).
12. **Contract Forms:** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.
13. **Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder’s responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.
14. **The Right to Audit:** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.

15. **Applicable Law:** All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, contract, or purchase order.
16. **Right to Protest:** Protestors shall seek resolution of their complaints initially with the City Purchasing Agent. Any protest must state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
17. **Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
18. **Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
19. **Bid Tabulation:** Bidders may request a copy of the bid tabulation of the Request for Bid through the City's purchasing department.
20. **Expenses:** All expenses for making Proposals to the City of Nixa are to be borne by the bidder.
21. **Collusion:** By offering a submission to this Request for 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 to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
22. **Liability and Indemnity:**
  - a. In no event shall the City be liable to the Contractor for 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 a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
  - b. The Contractor 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 contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
  - c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

23. **Bid Information is Public:** All documents submitted with any bid or proposal shall become public documents and subject to Missouri State Statute Chapter 610 RSMo., which is otherwise known as the “Missouri Sunshine Law”. By submitting any document to the City of Nixa in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Nixa and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Nixa and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Nixa arising from any bid opportunity.
24. **Authorized Product Representation:** The successful bidder(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 bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.
25. **Regulations:** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
26. **Awards:**
  - a. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
  - b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
  - c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.
27. **Termination of Award:** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.
28. **Budgetary Constraints:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.
29. **Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).** Pursuant to Missouri Revised Statute Sections 34.600 et., seq., a Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et. seq., that the contractor 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
30. **Additional Purchases by Other Public Agencies:** The bidder by submitting a Bid authorizes other public agencies to “Piggy-Back” or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

Section 022  
**CHRISTIAN COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
CHRISTIAN County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$24.45*
Boilermaker	\$24.45*
Bricklayer-Stone Mason	\$24.45*
Carpenter	\$49.60
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$39.48
Plasterer	
Communication Technician	\$24.45*
Electrician (Inside Wireman)	\$47.72
Electrician Outside Lineman	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$24.45*
Glazier	\$44.09
Ironworker	\$65.89
Laborer	\$39.20
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$24.45*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$37.47
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.08
Plumber	\$52.00
Pipe Fitter	
Roofer	\$24.45*
Sheet Metal Worker	\$48.94
Sprinkler Fitter	\$24.45*
Truck Driver	\$24.45*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.  
 \*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$24.45*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.47
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.80
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$24.45*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

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



**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