

## **RE: Resolution authorizing staff to solicit proposals for Advanced Metering Infrastructure (AMI) and authorizing the City Administrator to execute a contract for the same.**

### **Background:**

This resolution, if passed, provides staff the authority to advertise the attached Request for Proposal (RFP) for the installation of AMI for the water and electric distribution systems. It also request authorization for the City Administrator to execute an acceptable contract for the project.

### **Analysis:**

As part of a long-time plan, the installation of AMI for our water and electric utilities is an approved project in both the 2025 CIP and the 2025 Budget. Staff has used Toth & Associates to assist us with the development of the attached RFP and will further assist us in the selection process because of their expertise in this very technical project.

The complete project is a multi-year endeavor, mainly because we have over 22,000 meters to address. The first phase after an award is made and all contractual requirements have been met will be to coordinate all of this work with our IT consultant and BS&A, our billing software company. From there, the plan is to complete installations of the new system on both water and electric services to approximately 100 customers in a localized area and complete a three to six-month test (pilot) period where any bugs (if present) can be identified and corrected ahead of the full roll-out.

Phase two will include the system wide installation for all customer connections. The majority of the meter installations will be completed by the successful provider while City personnel will make installations for the commercial and other special services. The latter consists of services such as net meters for homes with solar installations or larger commercial metering systems. Similarly with water, staff will make installation of all meters larger than the standard residential meters.

The timeline proposed in the RFP is to advertise this right away with selection being made in early April. That timeframe would allow for the pilot period to be completed somewhere around late summer to early fall with full rollout to follow. The full roll-out could last up to 18 months for a utility our size.

### **Recommendation:**

Staff recommends passage of this Resolution.

### **MEMO SUBMITTED BY:**

**Doug Colvin** | Assistant City Administrator, Director Nixa Utilities and Public Works  
dcolvin@nixa.com | 417-725-2353

**RESOLUTION NO. 2025-01**

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO SOLICIT PROPOSALS FOR THE INSTALLATION OF**  
3 **ADVANCED METERING INFRASTRUCTURE FOR CITY WATER AND ELECTRIC**  
4 **METERS.**

5  
6 **WHEREAS** the Nixa City Code authorizes the City Administrator to purchase  
7 supplies, materials, equipment, and services on behalf of the City when a competitive  
8 procurement method is utilized; and  
9

10 **WHEREAS** said provisions require the City Administrator to obtain an authorizing  
11 resolution from the City Council prior to soliciting for purchases totaling \$10,000.00 or  
12 more; and  
13

14 **WHEREAS** City staff is seeking authorization to solicit proposal for the installation  
15 Advanced Metering Infrastructure (“AMI”) for the City’s water and electric meters; and  
16

17 **WHEREAS** the City Council desires to authorize the City Administrator to  
18 undertake the purchase described herein.  
19

20 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**  
21 **NIXA, AS FOLLOWS, THAT:**  
22

23 **SECTION 1:** The City Administrator, or designee, is hereby authorized, pursuant  
24 to the provisions of Chapter 2, Article VI, of the Nixa City Code, to solicit and undertake  
25 the purchase described in “Resolution Exhibit A,” which said Exhibit is attached hereto  
26 and incorporated herein by this reference.  
27

28 **SECTION 2:** The City Administrator and the officers of the City are hereby  
29 authorized to do all things necessary or convenient to carry out the terms and intent of  
30 this Resolution.  
31

32 **SECTION 3:** This Resolution shall be in full force and effect from and after its final  
33 passage by the City Council and after its approval by the Mayor, subject to the provisions  
34 of section 3.11(g) of the City Charter.  
35

36 **[Remainder of page intentionally left blank. Signatures follow on next page.]**  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**RESOLUTION NO. 2025-01**

47 **ADOPTED BY THE COUNCIL THIS \_\_\_\_\_ DAY OF January 2025.**

48

49

ATTEST:

50

51

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

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

53

54

55 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF January 2025.**

56

57

ATTEST:

58

59

60 \_\_\_\_\_  
MAYOR

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

61

62

63 APPROVED AS TO FORM:

64

65

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

# **Request for Proposal**

**City of Nixa**

## **Advanced Metering Infrastructure System**

**Prepared By:  
Toth and Associates, Inc.  
Jason Fontaine**



Phone:  
417-888-0645

1550 E. Republic Road  
Springfield, MO 65804

Fax:  
417-888-0657

**Nixa Utilities  
Nixa, Missouri**

**AMI REQUEST FOR PROPOSAL**

**Table of Contents**

<b>I. Instructions to Respondents</b> .....	3
A. Introduction .....	3
B. RFP Schedule.....	3
C. Instructions for Submitting Sealed Proposals.....	4
D. Questions and Communication .....	5
<b>II. System Overview</b> .....	6
<b>III. Submission of Proposal</b> .....	7
A. Cover Letter .....	7
B. Executive Summary.....	7
C. Technical Proposal .....	7
D. Proposed Pricing .....	8
E. Summary.....	10
<b>IV. Additional Information</b> .....	10
<b>V. Selection Process</b> .....	14
<b>VI. Standard Terms and Conditions</b> .....	14
A. Anti-Discrimination .....	14
B. Applicable License, Laws, and Permits .....	15
C. Assignment of Interest.....	15
D. Availability of Funds.....	15
E. Bonds .....	15
F. Cancellation .....	15
G. Conflicting Terms .....	15
H. Debarment Status.....	15
I. Governing Law .....	16
J. Immigration Reform and Control Act of 1986.....	16
K. Insurance Requirements.....	16
L. Precedence of Terms .....	18
M. Qualification of Consideration.....	18
N. Taxes .....	18
O. Warranty.....	18

**Nixa Utilities  
Nixa, Missouri**

**AMI REQUEST FOR PROPOSAL**

**Advanced Metering Infrastructure System**

**I. INSTRUCTIONS TO RESPONDENTS**

**A. Introduction**

Nixa Utilities, (Nixa), is a municipally owned provider located in Nixa, Missouri. Nixa provides electric, water and wastewater services to the city of Nixa.

The City of Nixa has a population of approximately 25,000. Nixa is a suburban area with many densely packed residential subdivisions, with associated commercial and industrial areas. Nixa has access to an extensive third-party fiber network which may be helpful in the backhaul of data. Nixa currently has a drive by meter reading system.

Nixa issues this Request for Proposal (RFP) for a Radio Frequency (RF) Advanced Metering Infrastructure (AMI) system for all electric and water meters. Nixa is requesting the system use either a mesh communications system, point to multipoint system, cellular or a hybrid solution to provide metering data to its BS&A billing system, and other tools used to assist in serving customers including a Customer Facing Web Portal. The project team includes staff from Nixa and Toth and Associates, Inc. (TOTH). TOTH has been contracted to provide consulting services for this project. TOTH's primary contact person is Jason Fontaine.

This RFP is for a complete solution. However, a limited pilot period will occur for 3 - 6 months to evaluate integration with the BS&A billing system. Nixa intends to move forward with complete deployment upon successful pilot completion, however, Nixa reserves the right to stop and explore other options. Integration with BS&A is critical to this project.

**B. RFP Schedule**

Issue RFP January 29th

Deadline for Final Questions February 20th

Proposals Due March 20<sup>th</sup> 10:00 am

Estimated Evaluation and Selection Completion Date Approx April 3

### C. Instructions for Submitting Proposals

Questions and Proposals shall be submitted through the City's electronic bidding website:

<https://nixa.ionwave.net/HomePage.aspx>

**All Proposals must be received by the due date and time.**

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors. If submitting via mail or in person, all proposal content must be in a sealed envelope. Proposals must be delivered by the stated close date and time. **NO EMAILED OR FAXED** bids will be accepted.

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.

*All proposals must be received by March 20<sup>th</sup> 10:00 am and include the following completed information:*

- Vendor Information Cover Letter
- Executive Summary
- Technical Proposal
- Proposal Pricing
- Summary
- Additional Information
- Complete set of specifications and typical drawings, including dimensions
- Design calculations and data
- Operating characteristics
- Interface descriptions, and such information as is required or specified to enable a thorough understanding of the products and services provided.
- Respondent Qualifications
- Respondent Submission Form
- Affidavit of Compliance

- Statement of No Proposal

**(Failure to comply may result in rejection of the proposal)**

Nixa reserves the right to reject all or part of any proposal, to waive a technical defect in proposals, and to select the proposal(s) deemed most advantageous to Nixa.

#### **Late Proposals**

Proposals or unsolicited amendments to proposals arriving after the closing date and time **will not be considered**.

Any items that are clearly necessary for satisfactory performance shall be considered as part of the contract even though they were not directly specified. Such items shall be noted by the Respondent and included in the Proposal response – and subsequently made part of any contract.

#### **D. Questions and Communication**

**Questions and Proposals shall be submitted through the City's electronic bidding website:**

<https://nixa.ionwave.net/HomePage.aspx>

Communications concerning this solicitation between prospective Respondents, their agents and/or representatives, and any member of Nixa, is expressly prohibited. All questions and responses will be provided to Respondents in a formal addendum.

Misinterpretation of specifications shall not relieve the Respondent of responsibility to perform service(s) or provide product(s). Questions submitted after the deadline will not be answered. Failure to submit questions or to otherwise seek clarification(s) by the deadline for submitting questions shall constitute a waiver of any potential claim by the Respondent.

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal Addenda only. Respondents are cautioned that any written, electronic, or oral representations made by any Nixa representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written Addendum to this solicitation issued by Jason Fontaine.



## II. SYSTEM OVERVIEW

Nixa provides electrical power to approximately 10,799 meters and water to approximately 11,047 meters. Nixa generally provides water and electric service but has some water-only consumers. Single phase electric meters are mostly Itron, polyphase are L&G. For water services compatibility with Itron ERT is preferred.

Upon request, Nixa will provide each Respondent a file containing the estimated meter location data to assure an accurate system design. After award notification, Nixa will work with the selected vendor to provide a more specific inventory of meter forms before ordering equipment. Nixa will retain ownership of meters and equipment removed from service.

Nixa's approximate quantity of electric meters: 10,799

- 2S: 10,441
- 12S: 26
- 14S: 4
- 15S: 15
- 16S: 167
- 25E: 1
- 2SE: 2
- 3SE: 7
- 4S: 10
- 6S: 4
- 8S: 2
- 8S-9S: 6
- 9S: 106
- C1SR: 8

Nixa's approximate quantity of active water meters: 11,047

- 3/4": 10,797
- 1": 87
- 2": 142
- 3": 1
- 4": 19
- 10": 1

Nixa's existing water meters utilize Itron ERT modules. Nixa is open to purchasing all new water meters or changing the modules on the current meters where technically feasible.

Nixa has access to a third party fiber system across their system for backhaul. Upon request, Nixa will provide each Respondent a file containing available tower locations within their territory as well as substation locations. Nixa's preference is to utilize

these tower locations or towers within existing substations, rather than cellular towers to minimize costs.

### **III. SUBMISSION OF PROPOSAL**

#### **A. Cover Letter**

#### **B. Executive Summary**

- Respondent's scope of the proposed solution
- Recommended business relationship with Nixa
- Technology overview
- Description of corporate qualifications, including prior projects and a summary of the company's or parent company's financial records showing financial soundness
- Description of demonstrated deployment procedures, proposed project organization and key personnel
- Proposed deployment schedule

**Failure to adequately comply with any of the following requirements listed in the RFP, as determined by Nixa, may deem the Respondent non-responsive.**

#### **C. Technical Proposal**

Respondent must provide the following:

1. Description of the technical aspects of their product and/or service offering. Respondents should pay particular attention to describing clearly and concisely the functional and performance benefits of their offering.
2. Detailed diagrams of the proposed System.
  - Include in the diagram(s) all major computer/network hardware proposed.
  - Major hardware to show (if proposed) may include servers, operator stations, the connection to the wide area network for substation communications, the connection to serial or Ethernet communication channels, front-end processors (FEPs), Towers, Routers, Collectors, etc.
3. Detailed list of deliverables for the proposed System.
  - Include all hardware, software, etc. to be provided by the Respondent. Be sure to list actual software application/module names and server and client software license quantities included. Unless license quantities are included, an enterprise-wide license is

assumed that allows unlimited concurrent users of the software, unlimited view windows for any user stations, and unlimited server licenses to conduct Nixa's business.

#### **D. Proposed Pricing**

1. Include pricing information in this section. The AMI base system must meet the following minimum specifications:
  - Include a two-way Radio Frequency network communications system and/or cellular,
  - All devices in the Radio Frequency network must be self-registering at time of installation,
  - The Radio Frequency network routing must be dynamic and self-healing,
  - Daily retrieval of all electric and water meter data must have at least 99.5% of all meters successfully read each day without estimation,
  - The system must have the ability to provide interval electric data at 5-, 15-, 30-, or 60-minute intervals for each meter for kWh delivered, kWh received, kW, voltage, and power factor (or kVARh or kVAh) and 5, 15, 30, or 60 minute interval water meter data,
  - Time stamp of readings and actual endpoint reading time must be within one minute of the system reference time (e.g., National Institute of Standards and Technology),
  - The system must support advanced electric metering functions such as demand, time of use (TOU), time of use demands, load profiling, multi-channel capability (e.g., KVA, KVARh), and pre-pay.
  - The electric meters must be able to display not only kWh data on their displays but also residential demand data in case Nixa decides to implement a residential demand rate. Thus, the electric meters must also be able to provide a monthly 15-minute peak demand for all customers for billing purposes.
  - The cost to include an internal disconnect switch or breaker on all non-CT residential electric meters. Respondent must also provide a statement of the current limiting functionality of the electric meters.
  - Pricing shall be based upon the Respondent paying prevailing wages.
  
2. Include the annual costs of the Respondent's proposed solution. These annual costs must be complete and include any or all the following items or any additional cost not listed above or below:

- Annual fees which may include software license fees, support fees, training fees, etc. Include maintenance / support agreement options and terms.
  - Tabulation of Annual fees by year for the next 10 years.
  - Any fees associated with upgrades of equipment or technology of any third-party vendor.
  - The annual cost of any firmware upgrades. The Respondent must detail the process necessary to upgrade firmware, the number of hours Nixa should expect to contract out or spend internally to upgrade the system, and the total cost of the upgrade. Include all fixed and annual costs for any third-party solutions.
3. In addition to providing a proposal for a base system, please include the additional cost for the following options:

Option 1

The cost for the Respondent to deploy all meters to create a turnkey solution. Exceptions for CT metered electric services (to be installed by Nixa), and 2" or larger water services (to be installed by Nixa).

- a. The cost shall include photos of the old meter installation, the empty socket, and the new meter after installation for each meter.
- b. The cost shall also include daily progress updates provided in a CSV file format containing all data fields necessary to update Nixa's BS&A Billing System as well as GPS coordinates of each exchanged meter's location.
- c. The cost must NOT include repairs of bad meter sockets and services. Respondent must notify Nixa of all suspected bad meter sockets and services.
- d. The sockets are owned by the customer.

Option 2

The cost differential of providing a hosted versus a cloud storage solution. This cost should include both the fixed cost and annual cost differential. The solution should be capable of storing two years of the following data:

- a. 5-minute interval
  - i. Electric: KW demand
- b. 15-minute interval
  - i. Electric: kwh, volts, amps, power factor
  - ii. Water: units
  - iii. All alarm and event data

Option 3

Any additional cost to guarantee a 99.5% Daily System Interval Data Collection Success Rate (DSIDCSR) on all electric and water interval data reads and 99.5% success rate on on-demand from the office one time reads.

Option 4

Nixa is interested in hearing about the Respondent's solutions and pricing for integrating meter outage data with their existing GIS system or through some interface with the Web Portal.

**E. Summary**

Respondents must provide a one-page summary describing why their proposal is the best choice for Nixa.

**IV. ADDITIONAL INFORMATION**

Respondent must provide a detailed response to each of the following items. The responses to this section shall be divided using tabs and must be labeled to correspond with each request (a-bb).

- a. Annual reports and financial statements for the previous three (3) years for the vendor's company and parent company
- b. Project plans, deployment schedules, and resumes of key personnel. Detail what level of project management is included in the proposal
- b. Quantity of installations the Respondent has of the same solution at other utilities. This number should only include Radio Frequency systems utilizing the same name and technology as the proposed solution.
- c. Three references of similar sized electric and/or water municipal utilities within close proximity to Nixa that are already utilizing the Respondent's solution.
- d. Third-party vendors that will be involved in this project and the relationship that they will have with the Respondent and with Nixa.
- e. Training course descriptions, requirements, and costs.
- f. The base AMI system price must include coverage of all meters. (Meter locations will be provided.) A meter must consistently maintain a minimum communication performance level to be deemed 'covered' by Nixa. Nixa will use

Daily Meter Interval Data Collection Success Rate (DMIDCSR) as the measure of individual meter communication performance. The DMIDCSR is defined as the percentage of interval data that is successfully collected for a given day for a given meter compared to the amount of interval data possible during the same period. If a meter's daily average DMIDCSR drops below 50% for a 5-day period, it will be deemed non-compliant with the 100% coverage requirement.

- Describe how the Respondent typically determines whether a meter is considered 'covered' and how it compares to Nixa's definition of a 'covered' meter.
  - Describe the Respondent's understanding and commitment to the 100% coverage requirement.
  - Describe the Respondent's plan to address non-compliant meters such that 100% coverage is achieved (at no additional cost to Nixa) prior to the conclusion of the project. Nixa has no interest in making investments relating to 100% coverage over and above what is quoted in the AMI system base price in this RFP.
- g. The base AMI system price must include everything necessary to maintain a DSIDCSR of 99.5%. The DSIDCSR is defined as the percentage of interval data that is successfully collected for a given day for all AMI meters compared to the amount of interval data possible during the same period.
- Describe the Respondent's typical DSIDCSR for other customers
  - Describe the Respondent's commitment/guarantee to achieve Nixa's minimum DSIDCSR
  - Describe the Respondent's plan to address non-compliance with the DSIDCSR requirement such that 99.5% success is maintained for a 30-day period after all meters are deployed. This shall be included in the AMI system base price and will be at no additional cost to Nixa.
- h. Describe the AMI system's capabilities to integrate with third-party electric and water distribution equipment, such as electric breakers, reclosers, and water flow meters. Describe specific details on how third-party equipment can be integrated and any associated costs for integration.
- i. Describe the radio frequency that the Respondent's system will utilize. Identify whether the radio frequency is an unlicensed or paid channel. If the system utilizes a paid frequency, provide the cost to Nixa.
- j. Clearly define the warranty program and RMA procedures.
- k. Describe the AMI's ability, necessary steps and cost to integrate with the BS&A Billing System to provide the following functionality:
- Monthly meter reads for calculation of bills for all electric and water meters

- On-demand reads of water and electric meters
  - Disconnect for non-payment for overdue electric services
  - Automatic reconnection of electric services upon payment of overdue bills or restoration of prepaid balance.
- l. Describe how the AMI will integrate with an Outage Management System (OMS). Does the Respondent have an OMS solution? Provide the additional cost for providing an OMS solution to Nixa.
  - m. Nixa is willing to consider MDM options from the AMI provider. Describe the Respondent's system and provide the additional cost.
    - Include in response the frequency with which the AMI system will deliver interval data to the MDMS. Nixa considers this to be an important measure of the performance capabilities of an AMI network and would prefer a solution with minimal delay in the delivery of interval data to the MDMS.
  - n. Describe the amount of time meter registration takes after installation of a new meter. Describe the system's ability to detect an orphan meter, a meter whose reference number was not input or properly input into the metering software.
  - o. Describe the system's self-healing process and the time it takes to complete.
  - p. Describe the system's last gasp functionality for outage notification. Describe configurability of the time delay between an outage event and notification passed to the OMS. Describe what level of success rate should be expected for last-gasp messages to reach the OMS in less than one minute from outage occurrence.
  - q. Describe which equipment have batteries, the expected life of those batteries, and the normal run time for each type of device after loss of power. Describe what system configuration parameters affect battery life in water meters. Describe what parameters are used for the stated life-expectancy of the water meter batteries.
  - r. List the software requirements or limitations to view metering data offsite, i.e., browser requirements, etc. Disclose whether data can be viewed offsite on a tablet or smartphone: Windows, Android, Apple.
  - s. Provide the lead time between awarding this project and beginning system implementation.
  - t. Provide a list of all meter vendors which are compatible with the system and any additional cost of any modules or equipment required for compatibility. Provide a list of which meters are plug and play with the system. Provide the

recommended maintenance schedule and expected battery life for each type of meter. Provide a lead time for future meter reorders.

- u. Describe each meter type's ability to handle distributed generation. Disclose whether the standard meters are bi-directional or not. Describe the meter's capability with recording how many kWh were consumed by the user and how many were generated within an interval. Provide the additional cost for bi-directional meters.
- v. Include a discussion of the system's ability to handle prepaid metering. Describe whether there are any additional costs from the Respondent associated with implementing a prepaid metering rate.
- w. Include a discussion of the system's security.
  - What mechanisms are in place to prevent installation of malicious firmware on AMI components—meters, repeaters, collectors, etc.?
  - What mechanisms are in place to prevent 'bricking' of AMI components through malicious firmware?
  - In the event of the discovery of a vulnerability that allows attackers to operate meters' internal disconnect switches, is there a process by which Nixa staff can physically disable meters' disconnect switches to mitigate the potential impact of the vulnerability? Please describe the process.
  - What protections are in place to prevent an attacker from locking the utility out of its own AMI network?
  - What techniques are used to prevent unauthorized manipulation of meter data as it passes through the AMI network?
  - What protections are in place to prevent unauthorized manipulation of AMI component configurations?
  - Does the AMI system require multi-factor authentication prior to execution of meter disconnects?
  - If a billing representative's login credentials are stolen, what mechanisms are in place to prevent an attacker from using those credentials to disconnect all meters?
  - Provide a past example of a security breach, and how you addressed it.
- x. Include a discussion of the tools and software required to test and reset meters at Nixa's operations center.
- y. The Respondent will be responsible for communicating with Nixa customers. A list of accounts with phone numbers will be provided. Include a discussion of the communication approach, including the use of mailers, door hangers, etc.
- z. Describe how working hours of 7:00 am to 7:00 pm but not after sunset would



impact Respondent proposal.

aa. Include any additional relevant material needed to illuminate proposal content.

## **V. SELECTION PROCESS**

Any Respondent questions, after submittal, are to be directed to the primary point of contact, Jason Fontaine, with CC: to Stephanie Ewing at [sewing@nixa.com](mailto:sewing@nixa.com).

Upon proposal reviews, Nixa's project team may raise issues/questions with Respondents at any time to facilitate an efficient and accurate selection process. Nixa reserves the right to modify this process at any time, including rejecting any and all proposals.

To keep the cost structure as low as possible and expedite the selection and implementation process, Nixa prefers to select a vendor based on their standard product offering with no system customization involved. This RFP provides a high-level description of functional requirements that Nixa is seeking, a quantity of meter locations, type of meters, and other relevant information that will allow the vendor to propose their most appropriate solution/product. The overall price of the future AMI system is very important. Prices will be evaluated along with system functionality and terms and conditions.

The selection process will be as follows:

- Respondents prepare responses to the RFP.
- All respondent questions regarding the RFP must be submitted in writing and emailed to Jason Fontaine, with CC: to Stephanie Ewing at [sewing@nixa.com](mailto:sewing@nixa.com).
- Questions and answers will be provided to all Respondents in an addendum form.
- Respondents create proposals and submit via email to Jason Fontaine, with CC: to Stephanie Ewing at [sewing@nixa.com](mailto:sewing@nixa.com). by the due date and time stated in RFP.
- Review of proposals by Nixa and TOTH.  
Respondent will submit a standard contract for Nixa's review.

## **VI. STANDARD TERMS AND CONDITIONS**

### **A. Anti-Discrimination**

- By submitting their proposals, Respondents certify to Nixa that they will conform to the provisions of the MO Human Rights Act, Chapter 213 RSMo.
- During the performance of the contract, the RESPONDENT agrees as follows: The RESPONDENT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the RESPONDENT.

**B. Applicable License, Laws, and Permits**

The RESPONDENT shall be responsible for obtaining all licenses and permits to fulfill this bid proposal and shall comply with all laws, ordinances, rules, and regulations of the jurisdiction in which the Work may be performed.

**C. Assignment of Interest**

The RESPONDENT shall not assign any interest in any resulting contract and shall not transfer any interest in the same without written consent of Nixa, of which Nixa shall be under no obligation to grant.

**D. Availability of Funds**

It is understood and agreed between the parties herein that Nixa shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

**E. Bonds**

For some projects assigned to the RESPONDENT, depending on cost and complexity, Nixa may require an acceptable performance Bond. The Respondent shall assume a performance bond will be required for this RFP. The cost of any required bonds will be treated as a separate line item in the cost estimate of the project.

**F. Cancellation**

Nixa may cancel this solicitation or any ensuing contract at any time and for any reason.

**G. Conflicting Terms**

The terms and conditions contained in this solicitation shall control this RFP and any interpretations related to the RFP process. Any proposed terms and conditions the Respondent submits, including any for a potential contract shall be submitted for consideration as part of the Respondent's offer to sell. Contract award is contingent on the Respondent and Nixa agreeing on mutually acceptable terms and conditions. To the extent that a conflict arises or is found to exist between this RFP, including any addenda thereto, and Respondent's response to this RFP, this RFP, including the terms, conditions and specifications contained in this RFP and any addenda thereto shall in all cases prevail.

**H. Debarment Status**

By submitting their proposals, Respondents certify that they are not currently debarred by the State of Missouri from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**I. Governing Law**

Notwithstanding Respondent's submitted terms and conditions to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of Missouri and any litigation with respect thereto shall be brought in the courts of Christian County, Missouri. The RESPONDENT shall also comply with all applicable federal, state and local laws, rules, and regulations.

**J. Immigration Reform and Control Act of 1986**

By submitting their proposal, Respondents certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act.

**K. Insurance Requirements**

Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Contractor's sole cost and expense, have at least the following types and amounts of insurance:

**Commercial General Liability Insurance** with limits no less than \$517,306.00 per occurrence and \$ 3,448,710.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

Employers Liability Insurance with limits no less than \$517,306.00 per occurrence and \$3,448,710.00 in the aggregate;

Commercial Automobile Liability with limits no less than \$517,306.00 per occurrence and \$3,448,710.00 in the aggregate; and

Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least \$3,448,710.00 for all claims arising out of a single accident or occurrence and at least \$517,306.00 with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

- Be a separate policy with the named insured being: The City of Nixa, Missouri; and
- Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and
- Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and

other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

All insurance policies required pursuant to Paragraph K shall:

- Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than a B+ Rating;
- 
- Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Contractor shall have new insurance policies in place that meet the requirements of this Paragraph K;
- 
- Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;
- 
- Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;
- 
- Name the City and its officials, employees, and agents, as additional insured;
- 
- Not be met by the use of a single limit policy.

Contractor shall provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph K at the time of execution of this Contract and shall not do anything to invalidate such insurance.

Failure of the Contractor to maintain the coverages set out in this Paragraph K shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

This Paragraph K shall not be construed in any manner as waiving, restricting, or limiting the liability of the Contractor for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

**Subcontracts.** In case any or all the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph K. Contractor shall provide evidence of such insurance from said subcontractor.

**Changes in policy limits.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or

increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate Certificate of Insurance and shall take effect within the time set forth in the addendum.

**Survival.** The provisions of this Paragraph shall survive the termination or expiration of this Contract.

**L. Precedence of Terms**

These standard terms and conditions shall apply in all instances. In the event there is a conflict between any of the other standard terms and conditions and any special terms and conditions in this solicitation, the special terms and conditions shall apply.

**M. Qualification of Consideration**

Nixa may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to carry out the obligations of the contract and the Respondent shall furnish to Nixa all such information and data for this purpose as may be requested. Nixa reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Respondent fails to satisfy Nixa that such Respondent is properly qualified to carry out the obligations of the contract.

**N. Taxes**

Nixa is exempt from Federal Excise Taxes, and Missouri State Sales and Use Taxes. Nixa's federal tax identification number is 44-6005734.

**O. Warranty**

The RESPONDENT shall expressly represent, warrant and agree that all goods, equipment, machinery, materials, services, or work provided or performed on or off commission premises relative to this proposal will:

- Conform in all respects to Nixa's specifications, requirements, or other descriptions;
- Conform to all applicable local, state, and federal laws and regulations;
- Be of good quality, of good workmanship, and free from material defects of any kind or nature whatsoever under conditions of normal use;"
- Additionally, any usage statement, guarantee, or warranty stated in the proposal relating to equipment, materials, service, or work will be superseded by the terms and conditions stated herein;
- If said equipment, material, service, or work, is found to be defective in workmanship, materials, or design, and/or fails or is found to be nonconforming with

the terms and conditions of this proposal within twelve months after the date of acceptance, it shall, at Nixa's option, be repaired or replaced at Nixa's location by the RESPONDENT at absolutely no cost to Nixa;

- All items delivered or supplied hereunder shall be free and clear of all liens, encumbrances, claims, and security interest of whatever nature and substance. Upon request, the RESPONDENT shall supply Nixa with documentation satisfactory to it, evidencing the absence of such liens, encumbrances, claims, and security interests;
- The warranty period shall begin upon final acceptance of this work.

## RESPONDENT'S QUALIFICATIONS

1. How many years' experience in the proposed type of work has your firm/company had?  
 < 5 Years       5-15 Years       15-30 Years       > 30 Years

2. Has your firm/company or any of its officers, directors, or owners had a judgment entered against them within the past 10 years for breach of contract related to governmental or non-governmental inspection?  
 Yes       No

If Yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.  
Attachment No. \_\_\_\_\_.

3. Has your firm/company ever failed to complete a project or provide products to a public body?  
 Yes       No

If Yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.  
Attachment No. \_\_\_\_\_.

4. Is your firm/company or any of its officers, directors, or owners currently debarred by any municipality, county, state, or federal agency?  
 Yes       No

If Yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.  
Attachment No. \_\_\_\_\_.

5. Has your firm/company ever been a party in any litigation of any type on work for which your firm/company was contracted by any municipal, county, state, or federal agency?  
 Yes       No

If Yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.  
Attachment No. \_\_\_\_\_.

***Nixa reserves the right to ask Respondents for any additional information that Nixa, in its sole discretion, deems necessary to make an award.***

## RESPONDENT SUBMISSION FORM

Respondents must provide the following information:

Company/Vendor Name: \_\_\_\_\_

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

Respondent's Federal ID Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**AFFIDAVIT OF COMPLIANCE**

To be submitted with Respondent's proposal

\_\_\_ We DO NOT take exception to the RFP Documents/Requirements

\_\_\_ We TAKE exception to the RFP Documents/Requirements as follows:

Specific exceptions are as follows:

---

---

---

---

**ADDENDA**

**All addendums must be signed and attached to all proposals. Failure to return addendums, with proposal, may subject your proposal to rejection.**

Proposer acknowledges receipt of the following addendum(s):

Addendum No. \_\_\_      Addendum No. \_\_\_      Addendum No. \_\_\_  
Addendum No. \_\_\_      Addendum No. \_\_\_      Addendum No. \_\_\_

Vendor/Company Name

---

By \_\_\_\_\_

Authorized Person's Signature

---

Print name and title of signer

Vendor/Company Address

---

---

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

**STATEMENT OF NO PROPOSAL**

**RETURN THIS PAGE ONLY IF YOUR FIRM DECLINES TO OFFER ON THIS INVITATION FOR PROPOSAL**

In order to assist Nixa in evaluating and improving the solicitation process, Respondents are hereby requested to complete this form and return via e-mail, if applicable. By submitting this form, it will assist Nixa in evaluating all responses, improving our solicitation process, and maintaining a positive relationship with our vendors.

We, the undersigned, have declined to proposal for the following reason(s):

- 1. \_\_\_\_\_ We do not offer this service/product
- 2. \_\_\_\_\_ Our schedule would not permit us to perform
- 3. \_\_\_\_\_ Unable to meet specifications
- 4. \_\_\_\_\_ Unable to meet insurance requirements
- 5. \_\_\_\_\_ Insufficient time to respond to the Invitation for proposal
- 6. \_\_\_\_\_ We are unable to meet bond requirements
- 7. \_\_\_\_\_ Other (Explain)

Comments:

---

---

---

---

Vendor/Company Name:

---

Address:

---

Phone:

Fax:

---

Authorized Signature:

---

Title: \_\_\_\_\_ --- \_\_\_\_\_ Date: \_\_\_\_\_