CITY
OF
JOPLIN, MISSOURI

REQUEST FOR PROPOSALS PACKAGE

2016-RFP-03

for

PROJECT CONSTRUCTION INSPECTION SERVICES
JOPLIN LIBRARY COMPLEX

Tony Robyn, Planning, Development, and Neighborhood Services
602 S Main Street, Joplin, MO 64801
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Email: trobyn@joplinmo.org

REQUEST FOR PROPOSALS

The City of Joplin, Missouri will accept sealed proposals until 2:00 P. M., Wednesday December 30, 2015 at the Joplin City Hall, 602 S Main, Joplin, Missouri, 64801 for the following:

PROJECT CONSTRUCTION INSPECTION
JOPLIN LIBRARY COMPLEX

Project information available from Tony Robyn, at 417-624-0820, ext. 541, by writing to the address indicated above or by visiting www.joplinmo.org/bids. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again at a later date. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: Sunday, December 6, 2015

CITY OF JOPLIN MISSOURI

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2016-RFP-03

PROJECT CONSTRUCTION INSPECTION SERVICES
JOPLIN LIBRARY

RFP Due Date: **2:00 P.M., December 30, 2015**

Location: City of Joplin
602 South Main, 3rd Floor
Joplin, MO 64801

Contact: Tony Robyn, Planning
Phone: (417) 624-0820 ext. 541, Fax: (417) 624-4620
Email: trobyn@joplinmo.org

Proposals will be received at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number **(2016-RFP-03)** and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above. A digital copy in Word or PDF format should be included on CD or flash drive. The full Request for Proposals can be found at the City of Joplin website at www.joplinmo.org under "Bids and Projects".

Construction documents can be purchased at:

USA Print and Digital Services
311 East 7th Street
Joplin, MO 64801
417-626-0966

Proposers are strongly encouraged to carefully read the entire Request for Proposal and Construction Documents.

December 6, 2015
Issue Date

CITY OF JOPLIN, MISSOURI
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do

so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

C. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

D. Unless otherwise indicated prices quoted shall be firm for acceptance for one hundred twenty days from proposal opening and for the specified contract period.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the specified department and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

4. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. **AWARDS**

A. Unless otherwise stated in the Request For Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. 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; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in

accordance with the conditions of said accepted proposal and detailed specifications.

6. **OPEN COMPETITION**

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the specified department at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS OF PURCHASE

A.This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **INVOICES:** An original of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

C. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

D. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

E. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without the City's written consent or any attempted assignment without such consent shall be void.

F. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

G. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

H. **PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and be enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

I. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

1.0 SCOPE OF WORK

1.1 Purpose

The City is interested in obtaining the services of project building construction inspection and verification for a new public library to include overseeing on-site inspection and 3rd party testing services.

1.2 Background

Joplin's *Blueprint for the Future* and the Citizens Advisory Recovery Team *Implementation Next Steps* both identify opportunities to continue to develop, invigorate, and nurture the areas most devastated by the tornado, as well as create synergy among major anchor projects and other projects underway in the community. By design, the library, like many of the proposed redevelopment projects and programs have ripple effects beyond the tornado damage zone and are intended to reach a broad base of citizenry and their expressed needs and issues. Since the early stages of recovery, the city's objective and actions have been to stabilize and minimize population loss. In addition to the reconstruction and development underway across the city and disaster area, the importance of this project stems from the fact that it is part of a suite of priority reconstruction and recovery efforts, including critical infrastructure improvements and anchor developments intended to transform the face of Joplin into an interconnected, vibrant and growing city moving forward. These projects together provide a powerful catalytic effect within and adjacent to the tornado recovery zone and provide incentives and implications for associated ancillary development, while specifically addressing a multitude of community challenges and needs. The whole of these projects will benefit the Joplin community well into the future and represent an unprecedented, once in a life time opportunity.

In 2012, the City of Joplin was awarded a grant from the U.S. Economic Development Administration, EDA Award No.: 05-79-05345, to relocate and build a modern library facility in the heart of the disaster area, to, in part, help generate growth and economic resiliency in the wake of the 2011 tornado disaster. This project will be partially funded with Federal funds from the US Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program. Currently, the City project team consists of CBC Real Estate, Project Manager, SAPP Design Architects, and TriState Engineering, Civil Engineer.

The City currently employs approximately 500 full-time employees. Our commitment to safety, our people, our work environment, and the reconstruction of the Joplin community, is principal. Our citizens are a vital ingredient in our success; they are in part what keep us informed and focused on maintaining and growing the community and stewarding its resources for the future.

1.3 General Requirements

The selected Project Inspection Firm will be responsible for providing due diligence and ensuring the following construction specifications:

a) Construction of a modern public library facility of approximately 58,000 square feet at 20th and Connecticut Streets in Joplin, Missouri, together with 150 surface parking spots, landscaping, streetscaping, pedestrian access improvements, and an intermodal trailhead/pocket-park interface. Firm will be responsible for 3rd Party Testing of soils, concrete, steel, masonry, materials, and other items and inspection services as needed.

1.4 Specific Requirements

The Project Construction Inspection Firm will be responsible for the following building construction activities:

1) Coordinate and schedule 3rd party building construction verifications and inspections as needed and required to include:
    a. Verification of building pad footprint soils
    b. Placement of reinforced concrete
    c. Testing of reinforced concrete
    d. Bolts installed in concrete
    e. Masonry
    f. Erection of Precast concrete
    g. Steel Frame inspection
    h. High Strength bolting
    i. Structural welding
    j. Sprayed fire resistant materials
2) Participate in weekly team progress meetings as requested
3) Keep a daily project diary; provide a weekly activity report to City project staff

4) Work closely with project staff and contractors, City building inspector(s) to ensure timely delivery of building construction materials and services; review building construction pay applications and wage rate interviews; verify materials and quantities; provide on-site inspections of on-going work. (Site inspection and verification five feet outside building perimeter is being handled by Civil Engineer Tri-State Engineering.)

5) Assist the City in developing and meeting quarterly federal reporting requirements; ensuring adherence adhering to federally required construction provisions

6) Ensure projects adhere to all City policies

1.5 Content Requirements

The Proposal must detail how the Contractor will provide the Scope of Services required by this RFP.

1.5.1 Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.

B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

1.5.2 Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

1.5.3 Key Staff Resumes

Provide a listing of key project team member(s) who will be involved. Provide resumes for the construction inspection individual and other key staff, which includes work experience, education, and any relatable projects. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

1.5.4 Experience and Qualifications

The City is seeking an individual with 5-7 years inspection experience. Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the Contractor considers pertinent to its qualifications for performing the work called for by the RFP; including, but not limited to work detailed in the Scope of Work.

1.5.5 References

Each Contractor must furnish a minimum of three (3) references from projects of similar size and complexity. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.5.6 Disclosures

Disclose and detail whether your firm, staff, or proposed subcontractors have been involved in any library predevelopment discussion, design, planning, cost-estimating, or related work. Disclosure of previous activity will not automatically disqualify your firm. Failure to disclose participation in predevelopment activities will disqualify the applicant.

1.5.7 Pending Claims

Each Contractor must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation,

consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFP. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

1.5.8 Key Required Provisions

Pricing: The proposal should outline estimated costs for staff and percentage of time spent on deliverables. Project costs cannot be merely a stated percentage of overall projects costs, but must be itemized and detailed out to include a not-to-exceed amount per federal regulations.

2.0 FEDERAL GRANT REQUIREMENTS

Use of Federal Funds: All contracts, services, purchasing, and activities must conform to U.S. Department of Commerce - Economic Development Administration federal assistance and guidelines. Company shall comply with the following:

Access to and Retention of Records. The Owner, EDA, the Controller General of the United States, the inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Company (which are directly pertinent to this contract) for the purpose of making an audit, examination, excerpts, and transcriptions. The Company shall maintain all required records for at least three years after the Owner makes final payment and all pending matters are closed.

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 RFP Schedule

Activity	Date
RFP issued	December 6, 2015
Final questions due from potential vendors	December 15, 2015
City responses to questions and/or addenda issuance	December 18, 2015
Proposal Submission Deadline	December 30, 2015
Proposed Contract Discussions and Potential Interviews Conclude	January 8, 2016
Proposed Selection Date	January 8, 2016

This timetable may be modified based on number of proposals received and extent of interview and discussion timeframes.

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP. Addenda or clarifications will be posted on the City of Joplin's website.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than December 15, 2015 via e-mail to trobyn@joplinmo.org, or in writing, to Tony Robyn, City of Joplin, 602 South Main, 4th Floor, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Contractor finds any inconsistency or ambiguity in the RFP, the Contractor is requested to contact the City Attorney at the enclosed address.

The City may at its discretion dictate multiple phases and construction contracts for any project. Staying within the proposed project budget will be of primary concern to the City staff. Innovative solutions outside of the proposed project plan will be given serious consideration. The City reserves the right to award one or more projects to one or more firms.

3.2 Proposal Selection and Evaluation

3.2.1 Proposal Evaluation Process

Rated Criteria – 100 possible points

RATED CRITERIA	RATED CRITERIA POINTS
Costs to perform the services	50 Maximum Points Possible
Experience – 5-7 years previous experience performing related projects	25 Maximum Points Possible

Qualifications and Capacity of Firm	20 Maximum Points Possible
Has experience and professional knowledge of working with similarly sized communities and ability to comply with City of Joplin codes, policies and regulations.	5 Maximum Points Possible
TOTAL	100 Maximum Points Possible

The CITY may discontinue the evaluation of, and reject, any Proposal that does not meet the qualifications sought.

3.3 Responsibility of Costs

The Contractor shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Contractor, the evaluation of Proposals, or the selection of any Contractor for further negotiations.

3.4 Contract Terms and Conditions

The City may condition award of the Contract on the Contractor's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Contractors may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Contractor object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit Contractor to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Contractor objects to terms and conditions and if Contractor does object, the number and type of objections. In no event shall the City's selection of a Contractor for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

3.5 Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. Affidavit of Compliance – Missouri Unauthorized Alien Workers Act
B. Affidavit of Compliance – Exception Statement
C. Statement of No Proposal
D. City of Joplin Professional Services Agreement Example
E. Library Building and Site Map

4.0 FORMAT AND CONTENT OF PROPOSAL

4.1 Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

4.2 Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

4.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

4.4 Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

4.5 Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

4.6 Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

4.7 Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

4.8 Exceptions

If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.

4.9 Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

4.10 Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

4.11 Execution of Agreement

It is anticipated the City will make their selection of a firm on or around January 8, 2016. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

5.1 Submission Format

1. Title Page: The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal.
2. Table of Contents.
3. Letter of Transmittal - Limit to one (1) or two (2) printed pages.
4. Requirements – as listed in the RFP.

5.2 Forms and Attachments

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.
The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of

its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

EXHIBIT A

Affidavit of Compliance

(Missouri Unauthorized Alien Workers Act)

My name is *(name)* _____ and I am the *(Title)* _____ of *(Company Name)* _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

Affiant

5.3 Proposals Due Date

Applicants must deliver their Proposals by hand, courier or mail. Applicants must ensure that their Proposals are delivered to City Hall, 4th Floor, no later than 2:00 p.m. Central time (the "**Closing Time**") on December 30, 2015 (the "**Closing Date**"). The City will reject any Proposals received after the Closing Time. City will not accept faxed, e-mailed or oral Proposals or faxed, e-mailed or oral modifications to Proposals. Late received Responses will be returned to the Respondent unopened. Properly submitted Reponses and materials by the Respondents will not be returned.

ATTN:

City of Joplin
Tony Robyn, Planning, Development, and Neighborhood Services Department
Joplin City Hall, 4th Floor
602 S. Main Street, Joplin, MO 64801
"Library Complex Project Construction Inspection Services 2016-RFP-03".

5.4 Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

5.5 Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

5.5.1 The City will review and evaluate all proposals submitted in response to this Request for Qualifications (RFP). The City shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the City.

5.5.2 The City will first review each proposal for compliance with the requested requirements of the RFP. Failure to comply with any requirements may disqualify a proposal.

5.5.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

5.5.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.

5.5.5 The City reserves the right to conduct pre-award discussions with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

5.5.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

5.6 Questions Regarding Specifications or Proposal Process

To ensure fair consideration for all proposers, the City prohibits communication to or with any city council member, department, board, or employee during the submission process, except as provided in paragraph below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

- Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City project contact in writing, in ample time before the period set for the receipt and opening of proposals. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing and posted on the City of Joplin website under "Bids/Projects" tab.

- It will be the responsibility of the proposer to contact the City project contact prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge amendment with the proposal.

Direct all inquiries or technical questions to City contact:

ATTN: City of Joplin
Tony Robyn, Planning, Development, and Neighborhood Services Department
Joplin City Hall, 4th Floor
602 S. Main Street, Joplin, MO 64801
"Library Complex Project Construction Inspection Services 2016-RFP-03".
Email: trobyn@joplinmo.org

Exhibit B.
AFFIDAVIT OF COMPLIANCE - EXCEPTION STATEMENT
 # 2016-RFP-03

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

I have carefully examined the Request for Qualifications and agree to abide by all submitted information, delivery, terms and conditions of this request unless otherwise stipulated herein.

Company Name _____

By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

_____

_____

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder accepts receipt of the following amendment(s):

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email _____

FEID No._____

EXHIBIT C
CITY OF JOPLIN - STATEMENT OF NO PROPOSAL
REQUEST FOR QUALIFICATIONS # 2016-RFP-03

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF PROPOSALS TO: ATTN: CITY OF JOPLIN, TONY ROBYN, 602 SOUTH MAIN, JOPLIN, MO 64801 OR FAX 417 624-4620.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **2016-RFP-03** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE CITY OF JOPLIN FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

"NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT D

Example Professional Services Agreement

CONTRACT NO._____

ADDRESS & PHONE OF CITY	NAME, ADDRESS & PHONE OF CONTRACTOR
Office of Disaster Recovery	_____
602 South Main	_____
Joplin, MO	_____
417-624-0820 x541	_____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and _____ hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request For Proposal 2016-RFP-03 which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated December 30, 2015 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. Termination: If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Consultant.

8. Assignment: The Consultant shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which

the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. Modification of Contract: The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. Contract Documents: The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request For Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. Appropriation of Funds: In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. The Consultant agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Consultant's proposal. Therefore, the Consultant agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Consultant further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution

shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. General Independent Contractor Clause: This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. Certification of Non-Resident/Foreign Consultants: If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. Nondiscrimination: The Consultant agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R 60-741.5(a). This regulation prohibits discriminations against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

19. Consultant's Responsibility for Subcontractors: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Consultant shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as the City may exercise over Consultant under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney
City of Joplin
602 South Main
Joplin, MO 64801
"Library Complex Project Construction Inspection Services 2016-RFP-03".

copy: City of Joplin
Tony Robyn, Planning, Development, and Neighborhood Services Department
Joplin City Hall, 4th Floor
602 S. Main Street, Joplin, MO 64801

21. 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 there under (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.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. Conflict of Interest: No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

23. Entire Agreement: This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification,

amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

24. Waiver: No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

25. Jurisdiction: This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

26. Notices: All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm, City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

ATTEST TO BUDGETED FUNDS:

_____
Leslie Haase, Finance Director

EXHIBIT E
Library Site and Building





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