NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2022-RFP-08

JOPLIN HISTORICAL & MINERAL MUSEUM STRATEGIC PLAN STUDY

RFP Due Date: 10:00 A.M., April 20, 2022

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Chris Wiseman, Museum Curator
Email: cwiseman@joplinmo.org

Phone: 417-623-1180

Proposals will be received by the Parks Department 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 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.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

March 16, 2022
Issue Date

1.0 SCOPE OF WORK

1.1 Purpose

The City of Joplin is interested in obtaining the services of a consulting firm to engage in a strategic planning process to outline the future vision, objectives, and goals for long-term sustainability of the Joplin Historical & Mineral Museum. Proposals should include a strong emphasis on creative, strategic approaches and a strong public participation component. The Joplin Historical & Mineral Museum is looking to define the strategic steps needed to position itself as a vibrant and essential presence in the City of Joplin, and the surrounding communities going forward into the future. A deliverable for this project will include a visual representation of the plan and strategic steps in a simple, visual format.

All proposals should clearly define how the contractor will work with the Museum to lead a comprehensive planning process, emphasizing a strong public participation component and key stakeholders.

1.2 Background

The Joplin History & Mineral Museum has been an educational cornerstone since its establishment in 1931. The museum is a vital learning center that provides educational programming for all levels of science and history students, as well as visitors of all ages.

Opening to the public in 1931, the Joplin Historical & Mineral Museum is among the oldest museums in the state of Missouri. Originally housed in an abandoned concession stand in Joplin's Electric (now Schifferdecker) Park, the Joplin Museum has been a landmark institution for over 90 years. The original building lacked access to its second floor, other than an exterior ladder. Named the Tri-State Mineral Museum, it hosted an impressive collection of area minerals from the thriving mining industry. This array of unique minerals remains a core part of the museum's collections, drawing visitors and scholars of geology from across the globe.
In 1970, the Mineral Museum received its first major upgrade. New custom-built cases, hand lettered labels, heating and air-conditioning, lighting, second floor access, a new brick façade, and new interior wall gave a much-needed facelift to the structure and set the basic footprint of the Mineral Museum that it still occupies today.

In January of 1976, the 5,000 square foot addition of the Dorothea B. Hoover History Museum opened to the public. Focusing on the history of Joplin and the surrounding area, this addition was operated by a separate entity, the Joplin Historical Society. Even though sharing the same building, the Hoover Museum, and the Mineral Museum were entirely separate entities, with independent hours and volunteer staff.

The Joplin Historical Society, with the assistance of the City of Joplin, financed the addition to the Hoover Museum. A large multi-purpose room, basement storage, meeting room, and hallway gallery were added to the history museum in 1989, giving the museum its current footprint. Each entity remained separate with the meeting room being under control of the Mineral Museum. It was shortly after this addition that the Historical Society hired a professional to act as curator to manage the History Museum and its collection.

In 1997, the Dorothea B. Hoover History Museum and the Tri-State Mineral Museum merged into one organization, the Joplin Historical and Mineral Museum Incorporated. Both original groups were made into advisory boards for the newly created Governing Board. It was at this time that museum acquired a full-time staff of professionals to operate and care for both the history and mineral museums, and their collections. Funding was provided by the Joplin City Council, but the museum and its staff were not part of the City of Joplin. It was during this era that the museum acquired other, smaller museums, into the collections and exhibits.

Additions under the umbrella of the Joplin Historical & Mineral Museum Inc. include the Empire District Retired Employees Museum, the Joplin High School- Rose Bowl Parade exhibit, the Joplin Sports Hall of Fame, and the National Cookie Cutter Collectors Club Museum. The museum also added the Hempen mineral collection, the Boss historical americana collection, The American LaFrance fire engine, and the McBurney doll collection.

The most recent change to the museum was in 2019. The Joplin Historical & Mineral Museum merged with the City of Joplin and was placed within the Parks and Recreation Department. With the operational security of the museum secure, the institution can begin to address the needs of the collections and look toward the future for ways to improve our presence in the community, region, and the museum field.

Today, the museum serves the region through its exhibits and programming. The museum draws upon a large and varied collection, which includes one of the finest collections of Tri-State minerals found in the world. These collections are used to explore a wide range of topics and inclusive local stories. The Joplin Museum is the area's premier non-traditional educational facility for both earth science and history. Our exhibits and programs focus on connecting visitors of all ages with our area's rich history, unique mineralogy, and our place in the regional, national, and world scene.

1.3 Study Requirements

The study will evaluate and answer the following items:

<u>Community</u>

- What does the Museum have to do to "delight and engage" community members?
- How do our primary and secondary stakeholders define success for the Museum? How will they measure it? What are their expectations?
- Is the Museum seen as an asset to the community and its quality of life? If not, why not?
- What are the obstacles the Museum faces within the community?

<u>Audience Building</u>

- Who are the Museum's present customers? How are they similar/dissimilar?
- Based on population and market trends, who/what groups should we be targeting?
- How many people should the Museum expect to serve now and into the future?
- Do our admission policies affect our ability to attract visitors?
- What are strategies for attracting, increasing, and sustaining visitation?
- What are the opportunities to expand collaborative partnerships as a strategy for growing audience and community support?
- Who/what does the Museum/its program compete with?
- What do the Museum's visitors think the Museum does best?

Mission

- Does the Museum's mission and/or vision need to change in order to better serve the community?
- Should the mission encompass science and history? What are the costs to encompass both? What are the opportunities? As a follow-up, how is the Museum currently doing in addressing both topics?

Collections, Exhibits, Programs, & Facilities

- How can the Museum leverage the content it creates (exhibits & programs) ...
    - To increase participation by target groups.
    - To reimagine and repackage itself to reach a broader audience, build its reputation and maximize the visitor experience?
- How can the Museum leverage its collection to increase community participation?
- Does our current location impact our ability to reach our potential? If yes, what are the solutions?
- How should the current facilities be utilized to maximize service to the community? What are the Museum's future space needs?

Staffing

- What do we have to be good at, to be successful?
- Is the Museum and its staff capable of reaching its vision? If not, why not? What do we need or need to do differently?
- What is the capacity of the current staff and resources and how would staffing and resources change to accommodate a recommended strategic plan?

The contractor shall, at minimum, accomplish the following in performance of this contract. Working with museum and other city staff, the contractor will:

1. Design and establish a comprehensive strategic planning process.
2. Develop a 10-year strategic plan, including short (3 year), intermediate (5 year) and long-term strategies and objectives.
3. Provide projected revenues and expenditures based on different levels of service.
4. Provide acceptable recommendations and implementation strategies for this plan, including a visual representation of the plan and strategic steps in a simple, visual format (balanced scorecard-based strategy map).

All proposals should clearly define how the contractor will work with the museum to lead a comprehensive planning process, emphasizing a strong public participation component and key stakeholders.

1.4 Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Consultants are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

1.4.1 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.

1.4.2 Organizational Structure

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

1.4.3 Key Staff Resumes

Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. 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.

1.4.4 Experience and Qualifications

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 Consultant considers pertinent to its qualifications for performing the work called for by the RFP.

1.4.5 References

Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

1.4.6 Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP.

1.5 Administrative Requirements

1.5.1 RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the March 16, 2022, RFP issue date are subject to change:

Activity	Date
RFP issued	March 16, 2022
RFP Due Date	April 20, 2022
Finalist Interviews (if required)	May 12 & 13, 2022
Vendor Selection	May 13, 2022
Complete Contract	May 25, 2022
Present Contract to Council for Approval	June 6, 2022
Consultant Commence Work	June 7, 2022
Final Report Complete	October 25, 2022

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.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than Marcy 30, 2022 via e-mail to cwiseman@joplinmo.org, or in writing, to Chris Wiseman (Attn: Joplin Historical & Mineral Museum Strategic Plan Study RFP), City of Joplin, 3301 West 1st Street, 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 Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the Parks Department, at the above address.

1.6 Proposal Selection and Evaluation

1.6.1 Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFP. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

25% Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10% References – will be based on references submitted as part of RFP but can include clients not submitted.
30% Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

1.6.2 Responsibility for Costs

The Consultant 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 Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

1.7 Contract Terms and Conditions

The City may condition award of the Contract on the Consultant’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants 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 Consultant 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 Consultant 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 Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City’s selection of a Consultant 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.

1.8 Exhibits

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

A. City of Joplin Standard Professional Services Agreement

2.0 FORMAT AND CONTENT OF PROPOSAL

2.1 Proposal Terms and Conditions

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

2.2 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.)

2.3 Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 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.

2.5 Proposals Binding

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

2.6 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.

2.7 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.

2.8 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 regarding 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.

2.9 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.

2.10 Execution of Agreement

It is anticipated the City will make their selection of a firm by May 25, 2022. 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 prior to the commencement of work. 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.

3.0 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.

3.1 Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than 10:00 a.m. April 20, 2022. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
CHRIS WISEMAN
MUSEUM CURATOR
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2022-RFP-08: "JOPLIN HISTORICAL & MINERAL MUSEUM STRATEGIC PLAN STUDY"

3.2 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.

3.3 Proposal Evaluation Process

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

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

3.3.2 The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

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

3.3.4 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.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations 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.

3.3.6 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.

“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 A

CONTRACT NO._____

ADDRESS & PHONE OF CITY

Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, 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 Consultant 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 2022-RFP-08 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated _____ 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 B.

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 B.

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 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. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent

Consultant 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. 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.

14. **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.

15. **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.

16. 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.

17. **Consultant's Responsibility for Subcontractor**: It is further agreed that Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Consultant 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 subcontractor to Consultant by all the terms herein set forth, insofar as applicable to the work of subcontractor 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.

18. 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

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant 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 Consultant 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 Consultant.

C. The Consultant 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 consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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. 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: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney