#2026-RFP-27

for

MOmentum Bike Park Parking Expansion
& Public/Private Hybrid Bike Shop + Beverage Facility

City Manager Office
602 South Main Street
JOPLIN, MO 64801

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 2:00pm, Friday, August 28, 2026 at 2nd Floor Joplin City Hall located at 602 South Main Street, Joplin, Missouri, 64801 for the following:

MOmentum Bike Park Parking Expansion & Public/Private Hybrid Bike Shop + Beverage Facility

Information is available from Tony Robyn, Assistant City Manager by calling (417) 624- 0820 x 1204, emailing trobyn@joplinmo.org. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid 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 bids and issuance of awards.

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

Leslie Haase CPA, CMA
Finance Director
Publication Date: July 31, 2026

The City of Joplin, Missouri will be accepting sealed proposals to purchase the following services:

MOmentum Bike Park Parking Expansion & Public/Private Hybrid Bike Shop + Beverage Facility

1. Introduction and Background

The City of Joplin, Missouri ("City") is seeking proposals from qualified private partners ("Respondents") to design, finance, construct, operate, and/or maintain improvements at MOmentum Bike Park, a regional asset located in Joplin, Missouri.

MOmentum Bike Park is a new public park facility and program in Joplin Missouri and has experienced significant growth in visitation, competitive events, and recreational use. Since grand opening in November 2025, the park has attracted nearly 72,000 visitors (as of July 2026). Additional information regarding the MOmentum Bike Park can be found on the park website: https://www.momentumbikepark.com .

The City is pursuing a public/private partnership (P3) model to leverage private sector innovation, capital investment, and operational expertise.

To support continued expansion and enhance the visitor experience, the City intends to:

- Expand and improve parking capacity and circulation
- Develop a hybrid bike shop and beverage facility that will serve park users and the broader community

2. Project Objectives

The primary objectives of this RFP are:

- Increase parking capacity to accommodate daily use, events, and future growth
- Improve traffic flow, safety, and accessibility, including ADA compliance
- Activate the park with a high-quality commercial amenity (bike shop + beverage service)
- Generate sustainable revenue streams for long-term maintenance and park operations
- Enhance MOmentum Bike Park's status as a regional destination for outdoor recreation

3. Scope of Services

Respondents shall propose a comprehensive development plan, which may include, but is not limited to:

A. Parking Expansion

- Design and construction of additional parking spaces
- Consideration of:
    - Paved and/or permeable surfaces meeting City dust proof standards
    - Stormwater management
    - Bike-friendly infrastructure (racks, wash stations, staging areas)
    - RV parking pads/areas and elec/water/sewage hook ups
- Traffic flow improvements and safe pedestrian connections

B. Hybrid Bike Shop & Beverage Facility

- Concept, design, and construction of a facility that may include:
    - Retail bike shop (sales, rentals, repairs)
    - Food and/or beverage service (e.g., coffee, smoothies, craft beverages, light food) meeting City Health Code standards
- Indoor and outdoor seating areas
- Event-support amenities
- Integration with park aesthetics and outdoor character

C. Operations & Management

- Long-term operation plan for:
    - Retail and service components
    - Food/beverage operation
    - Facility maintenance
- Programming ideas (events, races, clinics, community engagement)

D. Financial Structure

- Proposed public/private partnership structure, including:
    - Capital investment by Respondent
    - Revenue-sharing or lease agreements
    - Financing approach
    - Utilization of public sector incentives
- Lifecycle cost considerations and maintenance responsibilities

4. Site Considerations

Respondents should account for:

- Use of city owned property within or near the park
- Cultural Resource Study recommendations in certain areas (included)
- Existing park layout and future growth potential
- Compatibility with recreational use and environmental stewardship
- Utilities access and infrastructure needs

- Seasonal usage patterns and service demand patterns
- Parking demand during major events

The City will provide available site plans, usage data, and additional technical information upon request.

5. Proposal Requirements

Submissions shall include:

A. Executive Summary
- Overview of the proposed concept and partnership structure

B. Qualifications & Experience
- Experience with similar projects (parks, bike facilities, hospitality, P3 projects)
- Key personnel and project team

C. Development Concept
- Site plan and design concept (renderings encouraged)
- Description of improvements and amenities
- Sustainability considerations

D. Business & Operations Plan
- Description of services and offerings
- Operating hours and staffing
- Community engagement strategies

E. Financial Proposal
- Capital investment details
- Proposed lease, revenue sharing, or concession structure
- Pro forma financial projections

F. Implementation Timeline
- Design, permitting, construction, and opening schedule

G. References
- At least three (3) relevant project references

H. Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, which are deemed responsive to this RFP, will be reviewed and evaluated by the City. The City reserves the right to request respondents to make one or more presentations to the City at the City's offices at the respondent's sole cost and expense, addressing respondent's ability to achieve the scope of work

of this RFP. Proposals will be evaluated, in part, according to whether the respondent meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of proposals will be based on the following criteria:

30% Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
25% Methodology - that the respondent 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.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Timeline of Proposal (Anticipated, but is subject to change)

RFP Released by the City	July 31, 2026
Deadline for Final Questions	August 14, 2026
City Responses to Submitted Questions	August 21, 2026
Proposal Submission Deadline	August 28, 2026 by 2:00pm (CST)
Interviews as needed	Week September 14, 2024
Contract Finalization	September 2026
Council Meeting to Award Contract	October 2026

EXAMPLE AGREEMENT

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City Manager's Office
2nd Floor
602 South Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, 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 2026-RFP-27 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated _____, 2026 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 this RFP attached hereto and incorporated herein as Exhibit A;

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.

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.

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 party's 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 it 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 basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, 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 hold the City harmless, 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

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