City Comprehensive Plan and Downtown Master Plan – Request for Proposals

City: City of Joplin, Missouri

Issue Date: May 26, 2026

Proposal Due Date: July 10, 2026, at 5:00 PM CDT

Bid Number: 2026-RFP-23

1. Introduction and Purpose

The City of Joplin (the "City") is soliciting proposals from qualified planning, urban design, and/or economic development consulting firms to prepare a Comprehensive Plan for the City. The updated plan will provide the City with goals and objectives for future development and redevelopment within the next 20 years. The document will serve as a guiding instrument for decision making by City Council, the Planning and Zoning Commission, staff, developers, property owners, residents and other stakeholders.

The updated plan will include all characteristics of urban development, including land use, infrastructure, demographics, transportation, economic growth and development, environmental impacts, and recommendations for each respective category. The consultant selected will be responsible for composing a comprehensive vision for the City, based on the evaluation of existing needs and conditions of the City, and gathering public input.

As part of this request for services, the consultant selected will be responsible for preparing a Downtown Master Plan. The City envisions a vibrant, mixed-use downtown that serves as the economic, civic, and social heart of the community.

The overall purpose of this plan is to develop strategies for future growth and improvements to the downtown area.

The consultant will be responsible for preparing both plans. The consultant awarded this project may select a firm that they work with that specializes in downtown planning or may complete this project in house provided they have the qualifications and experience necessary to complete the project. The Downtown Master Plan will be expected to compliment the overall Comprehensive Plan and planning goals for the City.

2. City and Downtown Background

The City of Joplin is situated in the southwestern corner of the State of Missouri, and serves as a regional economic hub for industry, healthcare, and retail, evolving from its rich history as a lead and zinc mining boomtown founded in 1873. The vibrant Ozarks community is situated along the historic Route 66 and interstates 44/49. The City's downtown boundary, designated the Sunshine Lamp District, named after the lamps miners wore.

City Facts (insert or update as applicable):

- Population: 51,762 (2020 Census)
- Land Area: 38.08 square miles
- Median Household Income: $52,097
- Median Age: 37.5 years
- Households: 22,710

• Median value of owner-occupied housing units: $168,300

• Number of Parks: 23

• Form of Government: Council-Manager

3. Planning Area Description

The City of Joplin is located in Southwest Missouri, in the four-state region (Missouri, Arkansas, Kansas, and Oklahoma). The City serves as a commercial hub for the surrounding rural communities. While the population is just over 50,000 individuals, the daytime population is over 240,000. The City of Joplin also houses manufacturing and industrial facilities serving as major employers, like Darlington Snacks, General Mills, TAMKO Building Products, Heartland Pet Food Manufacturing, and many more. Missouri Southern State University is located within the City, and the City is accessed via Interstates 44 and 49.

Throughout the history of community development within the City of Joplin, the Historic Sunshine Lamp District has included the 100-900 blocks of Main Street, the 500 block of Joplin Avenue, and the West 200 block of Virginia Avenue. The City of Joplin is seeking feedback from the consultant and community stakeholders, in determining the potential expansion of the referenced Downtown boundary. The Downtown Master Plan should incorporate the mixed-use areas supporting the Downtown Historic District. See Attachment D for a map identifying the Planning Area. The highlighted areas define the focus of this study, along with identifying a potential mixed-use study area, for redevelopment and infill.

4. RFP Timeline

Name of the Proposal: City Comprehensive Plan and Downtown Master Plan

Date of Issuance: May 26, 2026

Deadline for Proposal Submittal: July 10, 2026, at 5:00 PM CDT

Submit Proposal to: City of Joplin

> Sealed Proposal: Comprehensive Plan and Downtown Master Plan, Planning, Development and Neighborhood Services
>
> 602 S. Main Street
>
> Joplin, MO 64801
>
> Attn to 4th Floor

Point of Contact: Tyler Bellairs, Planner

Planning, Development and Neighborhood Services Email: tbellair@joplinmo.org

Phone: (417) 624-0820 Ext. 1511

Fax: (417) 625-4738

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

5. Current Plans

All plans that the City of Joplin has completed can be found at the links below:

Joplin Development Code – https://www.joplinmo.org/DocumentCenter/View/14113/Joplin-Development-Code---2025-Amendment-?bidId=

2012 Comprehensive Plan - https://www.joplinmo.org/DocumentCenter/View/1101

Downtown Design Review Standards - https://www.joplinmo.org/DocumentCenter/View/12291/Design-Review-Guidelines-2024

Downtown Historic Preservation Plan - https://www.joplinmo.org/119/Historic-Preservation-Commission

2002 Downtown Joplin Revitalization Plan – See Attachment A

2018 Bicycle and Pedestrian Transportation Plan - https://www.joplinmo.org/DocumentCenter/View/7549/2018-Bicycle-and-Pedestrian-Transportation-Plan?bidId=

Joplin Connected Active Transportation Plan - https://www.joplinmo.org/DocumentCenter/View/11777/FINAL_Joplin-Connected_12422_Compressed-1-2?bidId=

Community Plan to Address Homelessness - https://www.joplinmo.org/AgendaCenter/ViewFile/Item/10200?fileID=59205

6. Steering Committee

A steering committee will be formed with City Stakeholders for feedback on the development of the Comprehensive Plan and Downtown Master Plan. The formation and composition or role of the committee members may be determined by the consultant, in

coordination with the City of Joplin. The City of Joplin seeks to include the Joplin Chamber of Commerce, the Joplin Industrial Development Authority, members of the Planning and Zoning Commission, Historic Preservation Commission, Downtown Joplin Alliance, and other local business owners, residents, and Stakeholders.

7. Project Management and Coordination

The project management team will consist of City staff from relevant departments. The consultant will be expected to coordinate closely with staff and any appointed steering committee throughout the project. City staff will assist the consultant with the gathering of local data and coordination with the Steering Committee and Stakeholders.

8. Preliminary Project Schedule

The anticipated project schedule is as follows (subject to refinement by the consultant):

• RFP Release: May 26, 2026

• Proposal Deadline: July 10, 2026

• Selection of Consultant: July 2026

• Contract Review and Approvals: August 2026

• Project Completion: 18 months from the date of Contract Approval.

The contract requires approval by the City of Joplin City Council, which would be around a 30-day process. The City Council meets on the first and third Monday of every month at 6:00 PM in the Council Chamber on the 5th Floor of City Hall, located at 602 South Main Street.

9. Scope of Services

Comprehensive Plan:

The consultant shall prepare a Comprehensive Plan that establishes a clear vision and a detailed implementation strategy. The scope below is intended as a framework and may be refined in the proposal. Consultants may use this to develop a more detailed scope of services based on their professional knowledge and expertise. Proposals are not limited to these elements.

Key tasks may include, but are not limited to:

• Project Management – The consultant will be responsible for managing the project and plan development, including resources, budget, meetings, and all other project related duties. The consultant will be expected to maintain close and consistent communication

with staff throughout the course of the project. Staff will provide oversight of the project and facilitate interactions with City staff, board/committee members, and project stakeholders.

• Public & Stakeholder Engagement – The consultant will be responsible for composing a strategy to engage stakeholders on project objectives. The consultant will gather feedback from stakeholders on preferred visions for the Comprehensive Plan. The proposed steering committee should be incorporated into the proposed public participation strategy. The goal of public engagement is not just to gather feedback on the development of the plan but also facilitate its successful application.

• Community Profile – The consultant will evaluate the existing conditions of City facilities, demographics, economic trends, land use patterns, and transportation infrastructure. The Consultant will use this analysis for recommendations for the other areas identified within the Scope of Services.

• Land Use & Zoning – The consultant will evaluate the existing land use map and categories, the 2012 City Future Land Use Plan, and recommend a revised/new land use map that aligns with the City's pattern of growth and land use definitions and development regulations. The Future Land Use Plan shall not only address the City's current boundaries but reflect projected land use patterns as the City continues to expand. Special attention should be aimed at how new housing developments will impact sustainability and strategies for infill housing or redevelopment of existing neighborhoods to meet the housing needs of the community. The recommendations provided by the consultant should reflect the goals pursued by City staff and elected City officials.

• Economic Development Plan & Market Analysis – The consultant will be expected to develop an understanding of the market contexts and trends of the City. This data will be used to justify the objectives set forth in the study. This scope will include assessments for demand on commercial, retail, residential, and other uses, including price and rent levels.

• Transportation & Mobility Plan – The consultant will provide a review of the City's existing roadway, bicycle, and pedestrian network, and establish goals and objectives for future improvements and growth.

• Park & Open Space – Provide an assessment regarding the relationship between public parks and amenities and how these can impact redevelopment.

• Community Facilities & Infrastructure – Create goals and objectives for public infrastructure improvements, which addresses both the maintenance of existing infrastructure to meet current needs, along with future growth and expansion.

• Visioning and Goal Setting – The goals set forth in the plan should incorporate the visions of City staff and stakeholders. These objectives should be broad, but also achievable through specific action and implementation.

• Strategic Action Plan/Implementation – Based on the objectives identified under Visioning and Goal Setting, the Consultant will be responsible for providing creative recommendations for actions to achieve the goals identified through the studies and public engagement.

• Community Image and Branding – The Consultant will provide recommendations for a comprehensive City identity that connects the City of Joplin's history to the future vision the City sees based on the results of this study.

• Continuity with the Downtown Master Plan – The City of Joplin is simultaneously releasing an RFP for the completion of a Downtown Master Plan. This project will be awarded to the same Consultant, and the Consultant selected will be responsible for completion of the Downtown Master Plan. The Consultant may utilize a firm they work with that specializes in Downtown planning for the completion of services.

Downtown Master Plan:

The consultant shall prepare a comprehensive Downtown Master Plan that establishes a clear vision and a detailed implementation strategy. The scope below is intended as a framework and may be refined in the proposal. Consultants may use this to develop a more detailed scope of services based on their professional knowledge and expertise. Proposals are not limited to these elements.

The objective of the City of Joplin in preparing a downtown master plan is to create a vision or the future of our city via a detailed strategic implementation program with priorities and identified goals. The application of the final plan will be used by the City and its stakeholders for future growth and development. The overall objectives of the final plan will be to increase the downtown retail market, number of businesses, pedestrian and bicycle accessibility and safety, and create consistent design standards.

Key tasks may include, but are not limited to:

• Project management – The consultant will be responsible for managing the project and plan development, including resources, budget, meetings, and all other project related duties. The consultant will be expected to maintain close and consistent communication with staff throughout the course of the project. Staff will provide oversight of the project and facilitate interactions with City staff, board/committee members, and project stakeholders.

• Public and stakeholder engagement – The consultant will be responsible for composing a strategy to engage stakeholders on project objectives. The consultant will gather feedback from stakeholders on preferred strategies for the Downtown Plan. The proposed steering committee should be incorporated into the proposed public participation strategy. The goal of public engagement is not just to gather feedback on the development of the plan but also facilitate its successful application.

• Existing conditions and market analysis – The consultant will be expected to develop an understanding of the market contexts and trends of the downtown area in relation to the community as a whole. This data will be used to justify the objectives set forth in the study.

• Visioning and goal setting – The goals set forth in the plan should incorporate the visions of City staff and stakeholders. These objectives should be broad, but also achievable through specific action and implementation.

• Plan focus areas – The following interrelated topics are areas where the plan should focus. Other focus areas may be added during the planning process. The Downtown Master Plan should be developed in such a manner where it can be integrated with the City's overall Comprehensive Plan, in terms of future land use, transportation strategies, economic development, and so forth.

- **Business & Economic Development.** The City desires to create a detailed economic development plan. Using the market data gathered by the consultant, the plan should identify existing barriers to retail, overnight lodging, and restaurants, explore strategies for creating incentives for small business and developers, and targeting specific businesses and business types that will help the City strengthen and grow its downtown. The Downtown Joplin Alliance currently hosts "Third Thursdays" downtown to promote local businesses. The City desires to explore similar strategies, supported by market research, and economic development tools, that may generate more business and growth to downtown.
- **Parking and Access.** The City is interested in gathering data related to parking solutions, both for long-term and short-term parking. The downtown area has a considerably large number of private parking lots. The city wants to explore the dynamics of available versus needed parking in its downtown. Depending on the feedback gathered, the plan may need to include strategies to promote the redevelopment of private parking lots into viable alternative uses.
- **Infill, Land Use, and Redevelopment**. The City of Joplin has unique land use challenges that will require unique solutions. The consultant will be responsible for developing a land use strategy for downtown. The City's desire is to promote mixed use development in the central downtown area, specifically along Main Street and surrounding commercial areas. The consultant will be expected to adopt future land use plans for supporting neighborhoods to the downtown area, that promote infill development and redevelopment, and eliminate or mitigate inconsistent zoning districts from uses that have been abandoned (such as the 1700 block of South Joplin Avenue). The plan should incorporate strategies that adopt infill residential zoning districts for housing neighborhoods surrounding the downtown. The City seeks to promote a mix of housing types, promoting multi-family, while also preserving historic neighborhoods and promoting owner occupied housing projects. The land use plan should also include a master redevelopment plan for the City of Joplin's historic sites, which are downtown-adjacent, including the Union Depot Area and the City of Joplin Memorial Hall. This scope should include strategies on

how applicable adopted building and fire codes can work with the developer, to promote redevelopment in a safe and cost-effective manner. The Downtown Plan will be expected to identify underutilized areas and include strategies for redevelopment.

- **Streetscape/Infrastructure/Placemaking.** The consultant will be expected to incorporate master planning concepts that create a unique design for the downtown streetscape. The plan should also identify sub-districts in the downtown areas for the types of businesses concentrated there (depot, market, entertainment, etc.). Infrastructure strategies should include but will not be limited to enhanced lighting (festoon or street lighting), adding green space to nature-bare sites (trees, greenways, hanging planters), trash screening, bollards, murals and art features, benches/seating, and clean alleys. The strategies should encourage businesses to rethink storefront windows, focus on pedestrian and ADA accessible designs. The planning concepts should create a comfortable and safe atmosphere. Placemaking should be incorporated into all of the focus areas. The City of Joplin desires to identify gateways and wayfinding for the individual downtown areas (Sunshine Lamp District, East Town, etc.) that create a consistent yet unique design to each area. Crime Prevention Through Environmental Design (CPTED), in appropriate spaces, should be included incorporated into this focus area. The overarching goal is to develop infrastructure enhancement, that implements beautification strategies into the downtown planning.
- **Transportation.** The consultant will be responsible for integrating transportation planning and a traffic study into the Downtown Plan. The plan should promote bicycle and pedestrian thoroughfare, including bike/pedestrian infrastructure, access to public transportation, crossings, bicycle parking, and bollards, that create a safe and walkable environment. Other strategies the City desires to be incorporated into this focus area is to connect the downtown area to supporting neighborhoods (such as East Town, particularly by adopting strategies for the redevelopment of 4th Street) through transportation design, plans to create an alternative truck route (a western bypass, to take the truck route off of Main Street), and address the Pennsylvania viaduct. The consultant will be expected to work with City staff and public stakeholders to determine a future development plan (restoration of the thoroughfare or future land use development) for the Pennsylvania viaduct, following the bridges demolition. This focus area should be compatible and follow standards and practices identified in the City of Joplin's current transportation plans, referenced in the Current Plans section of this RFP (Active Transportation Plan and 2018 Bicycle and Pedestrian Plan).

10. Project Deliverables

Anticipated deliverables include:

• **Comprehensive Plan and Downtown Master Plan document** – the final Comprehensive Plan and Downtown Master Plan document must identify the data collection processes,

inputs, results, and conclusion drawn from relevant data, with recommended strategies. The data collected shall be formatted to integrate into ESRI products, to be displayed in the City's GIS maps.

• **Plan of Action** – the action plan shall create a detailed implementation strategy for the recommendations in the Comprehensive Plan and Downtown Master Plan, which at minimum shall include but is not limited to suggested timelines for achievement, resources required to achieve outlined goals, potential funding sources, and the roles and responsibilities among City officials and the community.

• **Presentations** – the consultant will be responsible for providing presentations to City Council, the Planning and Zoning Commission, the Historic Preservation Commission, the Joplin Chamber of Commerce, Downtown Alliance Joplin, and other stakeholder groups.

The final plan shall include the following items:

- A summary of the plan's results and findings.
- An overview of the feedback gathered from the public involvement phase.
- A data collection and analysis study, which shall include comparisons with similar communities. The data collected shall be formatted to integrate into ESRI products, to be displayed in the City's GIS maps.
- Results from the Downtown Market Analysis, Downtown Housing Analysis, Downtown Traffic Study, and Downtown Parking Study, and strategies providing solutions to address the results.
- Results from the analysis' identified within the Comprehensive Plan Scope of Services.
- Redevelopment area plans, which shall include visuals and conceptuals of suggested strategies.
- Proposed streetscape improvements, which shall include visual conceptions.
- A future land use plan/map, which will also address projected growth.
- A summary of findings including maps, graphics, charts, and photos identifying a unified vision for Downtown Joplin, and goals, recommendations, and strategies.
- A detailed plan of implementation with measurable benchmarks for short-term strategies (1-5 years) and long-term strategies (5-20 years).

11. Proposal Requirements

Proposals should include the following information:

• Cover Letter: A maximum one-page letter stating the Respondent's interest in being considered for this project.

• Executive Summary: A maximum three-page summary of the Respondent's ability to complete this project based on background and experience.

• Resumes of the personnel to be assigned to the project with a description of their roles and responsibilities, and applicable experience and background. Resumes should include personnel information for your firm and personnel information for any firms you plan to partner with. Personnel information shall include the number of years active in your company and field, education, and number of any types of projects completed for all personnel that will be assigned to the project.

• Provide a general narrative of the preliminary Comprehensive Plan and Downtown Master Plan vision, and how the City's goals outlined in the Scope of Services will be incorporated into the plan.

• Provide a list of projects comparable to the scope of work identified within this RFP, that includes projects within the last ten (10) years, that your firm took part in, either as the primary consultant, sole firm, or as a partner with another firm.

• Provide at least three (3) examples of downtown master plans your firm has completed within the last ten (10) years, either as the primary consultant, sole firm, or as a partner with another firm. Examples provided should be comparable with the characteristics of the City of Joplin.

• Provide at least three (3) examples of comprehensive plans your firm has completed within the last ten (10) years, either as the primary consultant, sole firm, or as a partner with another firm. Examples provided should be comparable with the characteristics of the City of Joplin.

• Provide a plan detailing the public engagement process for identifying Comprehensive Plan and Downtown Master Plan objectives and collecting data.

• Detailed scope of work and proposed timeline.

• Fee proposal and breakdown of costs.

• Provide a past history and references in order to satisfy The City in regard to the Proposer's qualifications.

• Signature Page Form: See Attachments B and C at the end of this RFP. These forms shall be signed and submitted with the Proposal.

12. Proposal Evaluation

The Proposer may be required before the award of any contract to show to the complete satisfaction of The City that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer

shall furnish to The City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy The City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service requested, (10 points - 10%)

B. The ability of the Proposer to perform the work or provide the service promptly or within the specified time, without delay or interference, (10 points - 10%)

C. The character, integrity, reputation, judgement, experience, and efficiency of the Proposer, (10 points - 10%)

D. The quality of performance of previous contract or services, (20 points - 20%)

E. The proposed cost for the completion and delivery of the services requested, and (30 points - 30%)

F. The proposed public engagement process (20 points - 20%).

Fee to provide the scope of services will be provided in a not to exceed amount.

The selection committee will be composed of qualified City staff. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work requested.

In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria listed above, as well as background, experience, response to scope of services, costs and supporting documents as part of the submittal requirements. After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal.

The City of Joplin reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

13. General Information and Requirements

Public Information - All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

Type of Contract - The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents.

No Lobbying - Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, commissioners of the Historic Preservation Commission, commissioners of the Planning and Zoning Commission, members of the Downtown Joplin Alliance, the Joplin Chamber of Commerce, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest - The Respondent will submit Written Responses at the time and location described below: Time/Date: Received by 5:00 PM CDT on Friday, July 10, 2026. RFPs received after this time and date will not be accepted.

To: City of Joplin Sealed Proposal: Comprehensive Plan and Downtown Master Plan, Planning, Development and Neighborhood Services 602 S. Main Street Joplin, MO 64801

The Respondent shall submit one (1) original with five (5) identical copies of the Response in print and with one PDF copy provided on a USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the Comprehensive Plan and Downtown Master Plan.

Evaluation of Qualifications - The evaluation of the Responses shall be based on the requirements described in this RFP. All properly submitted Responses will be reviewed, evaluated, and ranked by the City, with input from the Committee as noted above. The City will contact those Proposers with the top ranked proposals that best meet the City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be required to meet with the selection committee at a time to be specified. The City reserves the right to immediately proceed with contact negotiations if appropriate. The proposals will be reviewed in depth with the selection committee at that time. The City will contact the Proposer that best meet the City's needs and attempt to negotiate an agreement that is acceptable to both parties. An anticipated decision is scheduled to occur by August, 2026.

City's Reservation of Rights - The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to

reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology - By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm will require subjective judgments by the City.

No Reimbursement for Costs - The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Reference Checks - Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigations may be conducted as a part of the due-diligence process.

Disposition of Proposals - All submitted proposals become the property of The City.

Nonconforming Terms and Conditions - A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment - By submitting a proposal, the Proposer certifies that it is not currently debarred with submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government.

Attachment B

THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM

RFP # P25AF01712-004

Company _____

Address _____

Contact Person_____

Telephone Number_____

Email_____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS. SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ___ day of _____.

BY: Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

Attachment C

Federal Professional Services/A&E Contract Clauses

Contracts $100,000 or greater

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally

funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award

B. Suspended from participation in any federally assisted Award

C. Proposed for debarment from participation in any federally assisted Award

D. Declared ineligible to participate in any federally assisted Award

E. Voluntarily excluded from participation in any federally assisted Award; or

F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the

Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal

Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract

and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:

(A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and

(B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any

other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor also agrees to include these requirements, the contract clauses listed in Attachment C, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall

be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official_Date_____

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____ _____(Name) and I am the __Title) of the ___ __(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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____