CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS
(RFQ)

FOR

Memorial Hall Costing Analysis

SEALED QUALIFICATION SUBMISSION DEADLINE
NO LATER THAN 2:00 P.M., CENTRAL TIME, January 30, 2024

CITY OF JOPLIN

REQUEST FOR QUALIFICATIONS

Memorial Hall Costing Analysis

I. REQUEST FOR QUALIFICATIONS

A. Request

Statements of Qualifications are now being accepted by the City of Joplin from qualified Architectural or Architectural/Engineering Firms for providing a Memorial Hall Costing Analysis. Respondents to this Request for Qualifications shall submit to the City of Joplin, a statement of qualifications, which will address the various components as set forth in this Request for Qualifications.

B. Obtaining a Request for Qualifications

This document is available to all qualified Consultants that request a copy up to the closing date/hour of submission.

Copies can be obtained from the City of Joplin, Paul Bloomberg, Parks Director 3301 W. 1st St., Joplin, Missouri 64801, or by calling 417 625-4750. They can also be obtained from the City of Joplin website at https://www.joplinmo.org/bids.aspx .

II. BACKGROUND INFORMATION

Memorial Hall is located at 212 West 8th Street in Joplin. Memorial Hall is Joplin's only Veteran's Memorial and also a Community Center with a seating capacity of 2,750.

In a special election in July of 1923, Joplin voters approved a proposal for issuing bonds to provide for the construction of Memorial Hall. Joplin approved the school property at 8th Street and Joplin Avenue as the site for a new Memorial Hall in October of 1923.

Utilization of Memorial Hall has evolved through the years as needs have changed through the reflection of our changing community. Currently the building is closed to the public and no programming or services are provided there. The building is largely used for storage and in deteriorating condition since 2019,

In July of 2020, the City of Joplin procured an analysis of Memorial Hall. The City would like to update this study and answer the following items:

A. Provide a current structural and major systems analysis of Memorial Hall.

B. Provide itemized cost-estimates for building repairs and to major systems scaled to degrees of intended use:

a. Minimally stabilize the structure to:
   i. abate further deterioration and protect interior.
   ii. remove front entrance ramp and secure building.

b. Minimal costs to stabilize building as above but include major systems and other repairs to provide basic services and programming and meet code compliance, ADA compliance, loading dock repairs, and other items to utilize space for basic community/civic use, parks department programming, meeting space, limited sports programming space, usage by veterans group, emergency operations use.

c. Updated demolition costs and site cleared.

After conducting a structural and systems costing assessment with itemized costs, conduct a community survey to determine public interest in uses.

III. SCOPE OF WORK

The study will evaluate and answer the following items:

A. Provide a current structural and systems analysis of Memorial Hall

B. Provide an updated itemized menu of cost estimates to stabilize the facility to eliminate further deterioration.

C. Provide an itemized menu of options and costs for minimum standards of utilization. This would include minimum usage for programming, meeting space, and public events, to include code compliance and ADA accessibility.

D. Conduct a citizen survey on interest of community for basic programming within the current Memorial Hall structure.

E. Provide a schedule of completion.

Successful respondent will be provided access to the building to make determinations.

IV. SCHEDULE

Schedule shall be determined during the contract negotiation phase with the selected Consultant.

V. DELINEATION OF RESPONSIBILITIES

A. Responsibilities of the Consultant

1. The Consultant shall be responsible for undertaking the services identified under Section III above, or as negotiated (if required) with the City, upon execution of the contract by both parties.

2. All invoices for services shall be submitted to the City in duplicate and include brief description of services rendered. In addition, invoices must show the name of the Department or Division for which the services were performed and the City of Joplin Purchase Order Number.

3. During the course of the project, the Consultant may invoice the City for services rendered, no more than once per month.

B. Responsibilities of the City of Joplin

1. The City shall make available to the Consultant all documents, studies, plans and specifications in the City's possession, which will be useful in completing the project work. However, it will remain the Consultant's responsibility to gather and verify necessary data.

C. Review Committee

The City will set up a committee to review the Qualifications

VI. QUALIFICATIONS FORMAT

The Submittal of Qualifications shall include the following:

A. Letter of Transmittal

The letter of transmittal shall be addressed to the City of Joplin Parks Director, 3301 West 1st Street, Joplin, MO 64801 and must, at a minimum, contain the following:

1. Identification of the Consultant including name, address, telephone number, and email.

2. Location of the office from which service will be provided, including hours of operation.

3. An officer of the firm authorized to contract for the work shall sign the transmittal letter.

B. Responsiveness of written response in clearly stating an understanding of the scope of work as outlined in the scope of services portion of this request for qualifications

C. Consultant's Experience

The Qualifications must include a demonstration of the Consultant's knowledge and experience relative to the items identified under the Scope of Work. This will include a list of similar projects and a description of the Consultant's general organization and names of key personnel, indicating the depth and quality of experience.

References (three minimum) shall be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects. One of the clients shall be a government agency.

D. Project Team

The Qualifications shall include the identification and organization of the team proposed to be assigned to this project, with individual resumes and the specific areas of responsibility of key personnel, concentrating on both breadth of experience and experience on similar projects. The same information for any sub-consultants proposed to be involved in any work shall also be included.

E. Approach

Responding parties shall provide their proposed methods of proceeding with the project work, including the method of keeping the City informed on the progress of the project.

F. Conflict of Interest Information

Information on possible conflicts of interest should be provided in the Submittal of Qualifications. Such information will be taken into account in making a decision on the selection of the Consultant to perform the services.

Should a conflict arise during preparations for or while undertaking these services, the Consultant shall immediately advise the City of such conflict.

VII. PROCESSING OF QUALIFICATIONS

A. Questions

Questions regarding this Request for Qualifications, the Scope of Work, or need for additional data or information can be obtained from Paul Bloomberg, Parks Director, City of Joplin, 3301 West 1st Street, Joplin, Missouri 64801. Contact 417-625-4750.

B. Pre-submittal Meeting

None anticipated.

C. Submission of Qualifications

To receive consideration, respondents should submit six copies of their submittal, highlighting their qualifications and experience. Including any cover letter, the entire document must be **no more than 15 pages in length**. Qualification submittals must be received in the Parks Department, 3301 West 1st Street, Joplin, Missouri 64801, **no later than 2:00 P.M., January 30, 2024** at which time they will be opened and distributed for evaluation. The outside of the envelope shall be marked **"RFQ for Memorial Hall Costing Analysis"**. All submittals will be held in confidence until a contract has been executed or City Staff has rejected all Submittals. Late submittals will not be considered. They will be returned, unopened, to the sender.

D. Evaluation of Qualifications

The City of Joplin reserves the right, to evaluate each submittal of Qualifications, and to reject any or all submittals, or to accept the submittal(s) that in its sole judgment may be in the best interest of the City.

E. Time Frame

The Consultant shall maintain the contracted time frames.

F. Pre-contractual Expenses

The City shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a Consultant's Submittal, prior to execution of the contract by

both parties.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

1. Preparing and submitting qualifications(s) to the City;
2. Negotiations with the City on any matter related to the contract terms, professional fees, and schedule;
3. Any other expenses incurred by the Consultant prior to reaching agreement in advance of the date of execution of the negotiated contract.

G. Notification of Successful Consultant(s)

Successful potential Consultant(s) shall be notified as soon as possible by the City following review and scoring. In the event that the City is unable to negotiate a contract with the first selected Consultant, the City shall terminate those negotiations in writing, and negotiations shall then commence with the next Consultant on the list and continue downward.

H. Notification of Unsuccessful Consultants

The City shall notify unsuccessful potential Consultants as soon as possible, after execution of a contract with the successful Consultant(s).

VIII. SELECTION OF CONSULTANT

A. Qualifications

The Consultant may be a single firm or a joint venture and must show evidence of its technical capability in this work. The Consultant shall also be knowledgeable in accordance with all applicable federal, state, and local government laws and regulations. Work shall be done in conformance with current professional practices in the State of Missouri.

B. Criteria for Selection

Selection among the Submittals shall be done using Quality Based Selection (QBS) methods, and shall be based upon the following criteria.

40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.

35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.

15% References – will be based on references submitted as part of RFQ 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.

The City may prepare a short list of firms from the submitted Qualifications for oral presentations to a Selection Committee. This decision will be based on the number and quality of Submittals. If Submittals are deemed of a high enough quality, oral presentations may be waived, and a finalist selected based on Qualifications submitted.

In the event oral presentations are required, the City of Joplin will not be responsible for any expenses incurred by the potential Consultants for these presentations. New evaluation criteria may be established for oral interviews. The City will provide the desired format and criteria prior to the oral presentations. **PRESENTATIONS SHALL BE CLEAR AND CONCISE.**

If it is determined to be in the best interest of the City, all Submittals may be rejected, and the City may reissue Requests for Qualifications.

C. Negotiation of Contract

After selection of the successful Consultant the City of Joplin shall negotiate the contract under which the work is to be performed. All items submitted in the proposal shall be subject to negotiation. Additionally, the City reserves the right to enter into single or multiple contract(s) with a selected Consultant or Consultants for any or all of the components of this project.

If negotiations for fees and services are successful with the selected Consultant, as determined by the City, a contract for service will be prepared. In the event that negotiations for fees or services are not successful, the City will terminate these negotiations in writing and will then begin negotiations with the next Consultant, in descending order of approval.

The Consultant will not assign or transfer any or all of its rights, duties or obligations without the prior written consent of the City.

IX. POINT OF CONTACT

Paul Bloomberg – Director of Parks and Recreation
3301 West 1st Street
Joplin, Missouri 64801
Phone: (417) 625-4750 email: pbloombe@joplinmo.org

X. POLICY ON NONDISCRIMINATION ON THE BASIS OF DISABILITY

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of Joplin does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services.

For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact:

City of Joplin Human Resources Division
602 South Main
Joplin, Missouri 64801
(417) 624-0820 ext. 1211

"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.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Consultant, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Qualifications for Memorial Hall Costing Analysis, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted a Statement of Qualifications on January 30, 2024, and its proposal dated ????, 2024, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within ?? months from the project kickoff meeting.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $$$.

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

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following 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 City except as employees of Consultant. All the services required hereunder will be performed by 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 City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Consultant.

6. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

8. Confidentiality. 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.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Qualifications, and Consultant's Response to City's Request for Qualifications. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between the City's Request for Qualifications and Consultant's Response to City's Request for Qualifications, City's Request for Qualifications will prevail.

10. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Indemnification.

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.

14. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

15. Insurance. Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

17. Non-Discrimination. In performance of the work covered by this Agreement, Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

Consultant
ATTN:

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Subcontractors. Consultant shall be as fully responsible to City for the acts and omissions of its subcontractors, 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 subcontractors to Consultant by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Consultant the same power regarding termination of any subcontract as City may exercise over Consultant under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (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 City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit

stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Consultant

_____