

# CITY OF ST JOSEPH

Proposals Must Be Received No  
Later Than  
Time: 4:00PM Date: 2/15/2019  
For Information Contact  
Purchasing  
at (816) 271-5330

REQUEST FOR PROPOSAL

NO RFP2019-13R

Page 1 of 23

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

## Document Scanning and Archiving

**Please have the Bid Name and Number on the outside of the sealed proposals.**

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

### SIGNATURE REQUIRED

Offeror's Signature: \_\_\_\_\_ Offeror's Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Social Security or Federal Tax No \_\_\_\_\_

NOTICE OF AWARD (This section for City of St. Joseph use only)

Requisition No. \_\_\_\_\_

This proposal is accepted by the City of St. Joseph as follows:

Purchase Order \_\_\_\_\_

Buyer

Purchasing Agent

Date

CITY OF ST. JOSEPH  
PURCHASING DIVISION  
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL  
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern.
- b. Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.  
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.
- B. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Division of Purchasing that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements are, or any combination thereof, inadvertently restricts or limits the requirements, are, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

## **PRICE AGREEMENT FOR DOCUMENT SCANNING AND ARCHIVING**

The City of St. Joseph is soliciting bids for a price agreement for scanning documents for the Public Works and Transportation Department (PW&T).

### **PROPOSED SCHEDULE**

Advertise	January 20, 2019
Bids due	February 15, 2019, 4:00PM
Award	March 18, 2019
Contract Begins	April 8, 2019

### **GENERAL INFORMATION**

This request for proposals does not commit the city to pay any cost incurred in preparation of proposals or to procure or contract for services. The City may require any proposer selected to participate in negotiations and to submit additional price, technical or other revisions to their proposal as may result from negotiations. The City reserves the right to award the work to its best advantage. The City reserves the right to reject any and all proposals or to waive technical defects as it may deem desirable.

The proposer assumes all responsibility for compliance with federal laws, regulations and guidelines, state and local laws, statutes, and ordinances, and regulations. Mandatory Federal clauses are included in Attachment B.

The successful proposer agrees to have all necessary equipment and personnel available to commence furnishing the services on April 1, 2019.

This price agreement will be for a period of one (1) year with the option to renew in one year increments, not to exceed five (5) years. This agreement may be renewed upon mutual consent of both parties. If at the end of any renewal period, either party does not want to renew, a thirty (30) day notice will be required.

The City reserves the right to inspect the establishment, facilities, business reputation, and other general qualifications of any proposer and to reject any proposal, irrespective of quoted prices, if the proposer shall be determined to be lacking in any of the essentials necessary to assure acceptable standards of performance.

Contractor shall maintain in full force and effect throughout the term of the agreement General Liability insurance covering bodily injury and property damage with minimum amounts of One Million Dollars (\$1,000,000) per-occurrence and Two Million Dollars (\$2,000,000) general aggregate. Contractor shall maintain workers' compensation with statutory limits, including Employers' Liability Coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000). The Contractor shall provide certificate(s) of insurance to City before Contractor shall be entitled to any compensation under the Agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to City before any policy covered thereby is changed or cancelled. The City shall be named as an additional insured with respect to the Commercial General Liability coverage required or allowed by Agreement.

Questions regarding this procurement should be directed to Ms. Tammy Bembrick, Purchasing Agent, 816-271-5330, [tbembrick@stjoemo.org](mailto:tbembrick@stjoemo.org).

## PROJECT SPECIFICATIONS

1. Documents will have to be prepared for scanning, including: analyzing and sorting, removing staples, paperclips, bindings; preparing odd-sized documents such as post-its, doctor excuses, business cards, half-sheets, etc.; separating out photographs and color documents; and any other preparation necessary. Following scanning, documents will either be prepared for shredding or reassembled, depending upon the type of files. Shredding service will not be included in this price agreement.
2. Scanning equipment must be capable of processing both letter and legal size sheets. It is unknown what percentage of documents are one-sided versus double-sided; scanning equipment must be capable of processing both. Documents are to be scanned in black and white or color, true to the original document, not gray scale.
3. Images are to be saved as indexed, searchable PDF files, up to 600 dpi. Optical Character Recognition (OCR) is required. File structures for various divisions within the Department of Public Works and Transportation are to be designed with City's participation and approval and are to emulate a file room with cabinets, drawers, and folders that are displayed based on individual users' rights and permissions. City shall have ability to establish rights and permissions for users.
4. Proposal shall fully describe the document retrieval process.
5. Proposal shall describe how newly created documents are added to already stored files over time.
6. Files are to be saved to flash drives. Two (2) flash drives with the division's files are to be provided to each of the seven divisions within PW&T. Files must be able to be easily copied to City's main hard drive. If this cannot be accomplished by simply saving from the flash drive, proposer shall fully describe the process, including any necessary on-site and/or off-site coordination with City's IT staff.
7. Personnel, banking and other financial information, and other similarly highly sensitive files are to be processed on site. Other files will be permitted to leave the City's premises, prepared for transport by proposer's staff, transported by secure means to a secure facility, and at the proposer's expense. The files are housed at various division locations in St. Joseph. Each division will ensure that a secure workspace with electric outlets and work table is available. If other accommodations are needed, proposer shall describe these in the proposal.
8. Scanning may include highly sensitive materials such as personnel files. All members of the scanning team shall be trained specialists who understand HIPAA compliance and have been through extensive background screening, including criminal background check and credit check. All members of the scanning team and anyone with access to the scanning documents must be willing to sign confidentiality agreements.
9. Scanning will be scheduled based on availability of the scanning team and city staff.

## PROPOSAL REQUIREMENTS

1. The proposal shall fully describe how the bidder will accomplish the requirements listed in Project Specifications above.
2. The proposal must be signed by its duly authorized officer, including signing the Federal clauses in Attachment B, and provide the address, telephone, and email of the proposer. Failure

to complete the Federal Clauses will result in the bid being NON-RESPONSIVE.

3. Any contract awarded pursuant to this request for proposals shall be an all-inclusive fixed fee per banker box, including preparation, scanning, archiving, travel, shipping, and any other expenses necessary to accomplish the project specifications. Proposer shall complete Cost Proposal (Attachment A).

4. Proposals shall include a description of the proposer's qualifications to perform the required services including a description of equipment, training and screening of personnel, experience in performing similar work, and any other information the proposer deems pertinent.

5. Proposers shall provide three (3) customer references, including business name, contact person, telephone, and email address.

6. Proposer shall submit four (4) copies of the proposal, at least one of which is unbound, labelled "Document Scanning" on the outside of the envelope.

Please submit proposals by 4:00PM on February 15, 2019, to the following address:

City of St Joseph, MO  
Purchasing Agent  
1100 Frederick Avenue, Room 201  
St. Joseph, Missouri 64501

**ATTACHMENT A  
COST PROPOSAL**

For the purposes of this bid, a banker's box is assumed to be 12.5"x 15.5" x 10.5" and hold 1,500 to 2,000 sheets. The percentage of single-sided versus double-sided sheets is unknown.

<b>Number of Banker's Boxes</b>	<b>Price Per Box On Site</b>	<b>Price Per Box Off Site</b>
1-50 boxes		
51-99		
100-149		
150 and up		

**ATTACHMENT B  
FEDERAL CLAUSES**

**No Federal Government Obligation to Third Parties**

The Recipient and 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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**Program Fraud and False or Fraudulent Statements or Related Acts**

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 this 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two 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.

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**Access to Third Party Contract Records**

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

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### **Changes to Federal Requirements**

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 Master Agreement 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.

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### **Termination**

Termination for Convenience. The CITY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CITY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CITY to be paid the Contractor. If the Contractor has any property in its possession belonging to CITY, the Contractor will account for the same, and dispose of it in the manner the CITY directs.

Termination for Default. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CITY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CITY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CITY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure. The CITY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such



case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waivers for Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

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### **Civil Rights and Equal Opportunity**

The CITY 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.

1. **Nondiscrimination.** In accordance with Federal transit law at 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, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et 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 in Federal Employment," 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, or 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.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 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.

4. **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. § 12101 *et 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.

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#### **Disadvantage Business Enterprise (DBE)**

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 CITY 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).

Contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the CITY makes to the Contractor per 49 C.F.R. § 26.29(a).

The DBE participation goal for this contract is set at 0%.

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#### **Incorporation of 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 4220.1F 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 requests which would cause CITY to be in violation of the FTA terms and conditions.

## **Resolution of Disputes, Breaches, or Other Litigation**

Rights and Remedies of CITY. The CITY shall have the following rights in the event that the CITY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as City for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the CITY, the Contractor expressly agrees that no default, act or omission of the CITY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the CITY directs Contractor to do so) or to suspend or abandon performance.

Remedies. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the CITY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the CITY takes action contemplated herein, the CITY will provide the Contractor with sixty (60) days written notice that the CITY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes. The CITY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the CITY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the CITY's direction or decisions made thereof.

Performance during Dispute. Unless otherwise directed by CITY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it

is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies.** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CITY is located.

**Rights and Remedies.** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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#### **Clean Air Act and Federal Water Pollution Control Act**

The Contractor agrees:

- 1) It will not use any violating facilities;
  - 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
  - 3) It will report violations of use of prohibited facilities to FTA; and
  - 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
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#### **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.

**Lobbying Restrictions**

The undersigned 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 the undersigned, to any person for influencing or attempting to influence an officer or employee of an the City of St. Joseph , 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 influencing or attempting to influence an officer or employee of any the City of St. Joseph , 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Potential Bidder's Authorized Official

\_\_\_\_\_  
Name and Title of Potential Bidder's Authorized Official

\_\_\_\_\_  
Date

**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 City 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.

By signing and submitting its proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined by the CITY that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of C.F.R. 2 part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring compliance in its lower tier covered transactions.

\_\_\_\_\_  
Signature of Potential Bidder’s Authorized Official

\_\_\_\_\_  
Name and Title of Potential Bidder’s Authorized Official

\_\_\_\_\_  
Date

**ITS Architecture**

The Contractor agrees that it will conform to the Federal Geographic Data Committee’s National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, “Coordination of Geographic Information and Related Spatial Data Activities,” August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, “Geospatial Line of Business,” November 10, 2010.

**City of St. Joseph, Missouri**  
**CONSULTANT/SERVICES AGREEMENT**

**THIS CONSULTANT/SERVICES AGREEMENT** (hereinafter, the "Agreement") is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of St. Joseph, Missouri**, a Missouri municipal corporation (hereinafter, the "City"), and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter, the "Consultant").

That the parties hereto, for the considerations hereinafter set forth, agree as follows:

**I. SCOPE OF SERVICES**

Services are necessary for the following project or activity of the City:

DOCUMENT SCANNING AND ARCHIVING

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A**):

Prepare Public Works and Transportation Department documents for scanning, and after scanning, prepare the documents for either storage or shredding. The scanned documents will be stored on flash drives.

The above services (hereinafter, the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement and the **City of St. Joseph, Missouri, General Conditions** for the project that are attached hereto and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

**II. COMPENSATION**

**A. Basic Compensation.** The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed \_\_\_\_\_.

or (if above box is not checked):

- such amount as is set forth on an attached Exhibit A, subject to any limits as established therein, in approving authorization, and in the general conditions.

**B. Additional Compensation.** Any cost not specifically allowed the Consultant pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs, in writing additional services not included in this Agreement, Consultant shall be paid as follows:

N/A

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### III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by the City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates, or schedule of values set forth above.

### IV. CONTRACT SCHEDULE/TERM

The Consultant shall complete the Work during the term indicated below:

- Time is of the essence. The Work to be performed under this Agreement shall be commenced on \_\_\_\_\_, 201\_\_\_\_, shall be completed in a reasonable manner, and shall be performed so as not to delay or hinder City's schedule for the project or activity. Failure to complete the Work by the completion date shall result in a reduction in the amount due the Consultant under this Agreement in the amount of \$\_\_\_\_\_ per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

or (if above box is not checked):

- The Consultant shall begin performing the Work on April 1, 2019, and shall continue to perform such Work for one (1) year. Upon expiration of the one (1) year term, this Agreement shall renew in annual increments, up to a total of five (5) years unless the City notifies the Consultant that this Agreement will not be renewed. Notwithstanding the foregoing, the City may terminate this Agreement during any renewal term by notifying the Consultant of such termination.



## V. MISCELLANEOUS

**A. Exhibits Incorporated.** All exhibits and attachments referenced herein shall be deemed incorporated by reference.

**B. Confidentiality.** The documents that will be scanned may contain highly sensitive materials, such as personnel files and/or medical records. All persons performing work for the Consultant shall be trained specialists with an understanding of HIPAA compliance, and shall have been through extensive background screening, including criminal background and credit checks. All documents are deemed confidential, and any violation of this confidentiality will be dealt with strict liability.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the effective date first above written.

**CITY OF ST. JOSEPH, MISSOURI (“CITY”)**

By: \_\_\_\_\_

Title: City Manager

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**(“CONSULTANT”)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF ST. JOSEPH, MISSOURI  
CONSULTANT/PROFESSIONAL SERVICES AGREEMENT  
GENERAL CONDITIONS**

**Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

**Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict.

**Subcontracts.** The Consultant shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Consultant.

**Indemnification.** Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations negligently performed hereunder by the Consultant, or claims relating thereto, and including, but not limited to the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

**Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, general liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on the attached Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Notwithstanding any other provision of this Agreement, no payment owed by the City to the Consultant, if any, shall become due until the Consultant submits to the City certificates stating that insurance coverage required by this Agreement is in force during completion of the services hereunder.

**Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement. Nothing herein shall preclude disclosure of information by the City.

**Changes.** No change in this Agreement shall be made except in writing executed by all parties prior to the change in the Work or terms being performed. The Consultant shall make any and all changes in the Work without

invalidating this Agreement when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

**Termination.** The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

**Other Consultants.** The City reserves the right to employ other consultants in connection with the Work.

**Request for Proposals.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Consultant/Services Agreement or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/ Services Contract shall control and supersede unless a change thereto is specifically stated in this Agreement (including Exhibit A).

**Project Records and Work Product.** The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interests, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**Site Operations.** Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests, and evaluations in connection with the Work.

**Personnel.** The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

**Compliance with State Immigration Statutes.** As a condition for the award of this Agreement, the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form as that attached hereto. The Consultant shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Consultant shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Consultant is a citizen or a permanent resident of the United States or is lawfully present in the United States. The applicant for the Consultant (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Consultant and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Consultant.

**Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

**Governing/Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

**Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**Other Special Provisions.** The special provisions set forth on Exhibit A are incorporated herein by reference, and made a part hereof.

**AFFIDAVIT OF PARTICIPATION IN  
FEDERAL WORK AUTHORIZATION PROGRAM  
(CONTRACTS OVER \$5,000)**

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly sworn, on my oath,  
(name) (office held)  
affirm \_\_\_\_\_ ("Company") is enrolled and will continue to participate in a federal work  
(company name)  
authorization program in respect to employees that will work in connection with the contracted  
services related to \_\_\_\_\_ of the City of \_\_\_\_\_ and  
any incidental items associated with this work for the duration of the contract, if awarded, in accordance  
with  
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not  
knowingly employ a person who is an unauthorized alien in connection with the contracted services  
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the  
Company's participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL  
WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER  
PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009  
RSMo.)**

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands  
that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).*

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of Missouri )

)

ss.

County of \_\_\_\_\_ )

)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

The Consultant shall perform the Work governed by the Agreement between the parties in accordance with the following terms:

SAMPLE