



**SOLICITATION NO.:** Request for Proposal (RFP) 14/2024

**BUYER:** Abbie Addams

**PHONE NO.:** (573) 874-7374

**E-MAIL:** abbie.addams@como.gov

**TITLE:** Consultant for Historian for Historic Preservation Project

**ISSUE DATE:** 2/9/2024

**RETURN PROPOSAL NO LATER THAN:** 3/7/2024 AT 5:00 PM CENTRAL TIME (END DATE)

**OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5<sup>th</sup> Floor) by the return proposal date and time.

(U.S. Mail)	(Courier Service)
<b>RETURN PROPOSAL TO: CITY OF COLUMBIA PURCHASING</b>	<b>CITY OF COLUMBIA PURCHASING</b>
<b>PO BOX 6015</b>	<b>701 E. BROADWAY, 5<sup>th</sup> FLOOR</b>
<b>COLUMBIA MO 65205</b>	<b>COLUMBIA MO 65201</b>

**CONTRACT PERIOD:** Effective Date of Contract through One (1) Year

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**City of Columbia, Community Development Department  
701 E. Broadway  
Columbia, MO 65201**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

**SIGNATURE REQUIRED**

<b>OFFEROR NAME</b>
<b>MAILING ADDRESS</b>
<b>CITY, STATE, ZIP CODE</b>

<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>

## 1. INTRODUCTION AND GENERAL REQUIREMENTS

### INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for a historian consultant to prepare and submit a historic preservation project for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – G
- 6) Attachment 1 – The Secretary of the Interior’s Standards and Guidelines for Preservation Planning
- 7) Attachment 2 – Milestone/Payment Schedule and Final Project Report
- 8) Attachment 3 – Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- Contract means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- Exhibit applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The Pricing Pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

**BACKGROUND INFORMATION:**

The City has been awarded a \$15,000 grant from the federal Historic Preservation Fund. The money shall be used create a preservation plan for use by the city's historic preservation commission. The grant shall be overseen by the Missouri State Historic Preservation Office. The deadline to complete the grant project is summer 2025.

The preservation plan shall summarize the current state of historic preservation in Columbia and shall list goals for future preservation efforts. The public shall have opportunities to comment on the preservation plan as it is drawn up.

The funding for the survey project comes from a \$2 million grant awarded to the Missouri Department of Natural Resources by the National Park Service. Under the terms of the federal grant, the Department is required to pass through 10% of the funding as subgrants to Certified Local Governments (CLGs) throughout the state. The city has agreed to provide a 40% match to the federal funds. CLG grants are awarded based on a competitive scoring process and the direct relation of the projects to the identification, evaluation, or protection of historical, architectural or archaeological resources. Columbia is one of 64 CLGs in Missouri.

Although an attempt has been made to provide accurate and up-to-date information, the City does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**SCHEDULE OF ACTIVITIES:**

DATE	ACTIVITY
2/22/2024	Close of written <i>Requests for Additional Information</i>
2/26/2024	Written responses to <i>Requests for Additional Information</i> sent to all
3/7/2024	Request for Proposal is due by 3/7/2024 5:00 p.m. CST
TBD	Contract Start Date
The above dates are target dates and may change.	

**PROPOSAL SUBMISSION:**

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. The proposal must be in sealed envelopes and marked in bold letters "RFP 14/2024 – CONSULTANT FOR HISTORIAN FOR HISTORIC PRESERVATION PROJECT."

**QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:**

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Abbie Addams, Procurement Officer  
Phone: (573) 874-7374  
E-mail: [abbie.addams@como.gov](mailto:abbie.addams@como.gov)

Any oral responses to any question shall be unofficial and not binding on the City. An Addendum to this RFP providing the City's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on 2/22/2024.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

**VALIDITY OF PROPOSALS:**

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

**REJECTION OF PROPOSALS:**

The City reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

**WITHDRAWAL OF PROPOSALS:**

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

**ALTERATION OF SOLICITATION:**

The wording of the City's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City, whose decision will be final.

**TITLE IV ASSURANCES NOTICE:**

**The City**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**RESPONSE MATERIAL OWNERSHIP:**

All material submitted regarding this RFP becomes the property of the City. Any person may review proposals after the Agreement has been issued, subject to the terms of this solicitation.

**INCURRING COSTS:**

The City shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

**COLLUSION CLAUSE:**

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

**CONTRACT DOCUMENTS:**

The final agreement between the City and the offeror will include by reference:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

**FUNDS:**

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City.

**SAMPLE CONTRACT:**

The sample contract is attached as Attachment 3. Please review the terms and conditions set forth in the sample contract. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 3, the offeror shall specifically include the exceptions in its proposal on vendor letterhead.

## **2. SCOPE OF SERVICES**

The City will hire a preservation professional with experience creating a preservation plan (herein referred to as “consultant”) to develop a Historic Preservation Plan for the City.

Developing a local historic preservation plan at a regional or local level is an eligible grant activity for the Historic Preservation Fund (HPF Grants Manual Chapter 6(G)(3)(a)). Preservation Plans advance Goal 5 “Integrate historic preservation strategies into planning and routine procedures at all levels of government” of Missouri’s 2018-2024 Statewide Preservation Plan.

### **ACTIVITIES AND FUNCTIONS:**

City staff shall serve as the primary point of contact for this project and shall be expected to ensure milestones are submitted to the Historic Preservation Fund (HPF) Grant Manager on a timely basis.

#### **A. Consultant Selection Process**

The City shall contract with a preservation professional (herein referred to as Consultant) with experience creating a preservation plan to assist city staff and the Historic Preservation Commission in developing the Preservation Plan.

Consultant shall include the Milestone Schedule and Final Project Report (in Attachment 2) from the Grant Agreement with budgetary information removed. Pursuant to 3 CFR 200.331, the sub-City shall require the language of the certification and terms applicable to financial assistance awards to be included in sub-award documents at all tiers, and sub-Cities shall certify and disclose accordingly. All contractual deadlines with the consultant shall not conflict with milestone deadlines set in the grant agreement. A draft of the RFP will be sent to the HPF Grant Manager prior to initiating the bid process. Documentation of the consultant selection process and a draft of the consultant contract shall be submitted to the HPF Grant Manager or their designee for approval before it is signed.

The consultant selection process shall produce the following products:

1. A draft of the RFP for review prior to the initiation of the bid process.
2. A documentation of the consultant selection process and a draft of the consultant contract prior to signature. This documentation includes:
  - a. Indication of who the RFP was sent to and when
  - b. Copies of all responses received (proposals and responses of no bid)
  - c. Score sheets/an explanation for why a consultant was chosen
  - d. The unsigned draft consultant contract noted above
3. A copy of the signed consultant contract.

#### **B. Preparation of a New Preservation Plan**

The Consultant acting on behalf of the city shall create a Preservation Plan for City. The Preservation Plan shall identify, through a public forum, the preservation goals of the city. The preservation plans for other historic districts and the Secretary of the Interiors Standards and Guidelines for Preservation Planning (see Attachment 1) should be reviewed to understand how they express and illustrate preservation concepts. Upon request the State Historic Preservation Office (SHPO) can provide links to example preservation plans for other Missouri communities. The preservation plan shall be clear and concise. It shall be user-friendly for the commission, staff, and the public, and produced in such a way that it can be easily accessed and shared with the public.

The Preservation plan shall contain sections included but not limited to the following:

1. An introduction that explains the purpose of the plan and a brief history of City, including an overview of the preservation efforts that have taken place in the city's history and the benefits of historic preservation in City;
2. A review of existing historic preservation ordinances and recommendations for their future development;
3. A clear and concise articulation of the City's long-range vision for historic preservation;
4. The goals, objectives, and implementation strategies for historic preservation;
5. A section that identifies areas that have already been surveyed and prioritizes areas for future research and survey;
6. A map showing the geographic area and contributing status of historic properties within the city limits including those that are National Register of Historic Places listed properties and any locally designated Landmarks and Historic Districts;
7. An appendix referencing relevant terms and definitions, ordinances or other legislation, policy, and survey information as appropriate.

Drafts of the new Preservation Plan at approximately 30% and 70% shall be required to be submitted to the SHPO for review, comment, and approval. The definitions of 30% and 70% will be determined in consultation between the consultant, the city, and the SHPO. They shall include as much visual data as is practicable to demonstrate the various recommendations, including maps, photographs, and/or other graphics.

At least one month prior to submitting each version (30%, 70% & 100%) of the new Preservation Plan to SHPO the consultant shall make a presentation to the Historic Preservation Commission with the general public invited. During these presentations the consultant will actively solicit ideas to incorporate into the new Preservation Plan and address questions from those in attendance. For each presentation the consultant shall provide adequate notice to be placed on the Historic Preservation Commission agenda and to allow the city to post notice to the public for at least two weeks. A sign-in sheet will be required to be kept and provided to the SHPO for each presentation.

The Preservation Plan Process shall produce the following products:

1. The consultant will set up a time with the HPF Grant Manager or their designee to discuss the expectations of the project, including the definitions of 30% and 70% completion, before it begins. An email documenting the discussion will be sent to the HPF Grant Manager or their designee by the consultant.
2. Documentation of the first public meeting, including press release, newspaper/web advertisement and sign-in sheet.
3. A first draft of the Preservation Plan (30%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
4. Documentation of the second public meeting, including press release, newspaper/web advertisement and sign-in sheet.
5. A second draft of the Preservation Plan (70%) in Word format. If the document size exceeds 10MB a means acceptable to SHPO for submitting besides email will need to be used to deliver the draft document.
6. The final version of the new Preservation Plan in electronic format using an approved file transfer option
7. A link to the final version of the new Preservation Plan on the City's website. The Design Guidelines will be posted to the city's website and will continue to be publicly posted until a newer version of the document is developed.
8. Documentation of the third (final) public meeting, including press release, newspaper/web advertisement and sign-in sheet.

## **SPECIAL CONDITIONS:**

- A. As a City of a federal subaward, the City is subject to the requirements of 2 CFR 200.1 “Subaward”, 200.101 “Applicability”, and 200.331 “Requirements for pass-through entities”.
- B. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:
  - 1. Federal law
  - 2. Code of Federal Regulations
  - 3. Terms and conditions of grant award
  - 4. Historic Preservation Fund Grant manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work under this program.

- C. It is agreed that if the project should fall one (1) month behind the milestones, the Missouri Department of Natural Resources has the right unilaterally to terminate or reduce the dollar amount of this agreement. In addition, if the Department determines that full termination is warranted, the Department shall be sole authority in determining the amount of compensation owed.
- D. All work requiring expertise in history, archaeology, architectural history, architecture, or historic architecture will either be supervised or completed by personnel who meet the *Secretary of the Interior’s Professional Qualifications* as listed in Attachment 1.
- E. All content related to the treatment of historic properties shall conform to the *Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*. The Standards and Guidelines can be found here: <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf> and <https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>.
- F. The City Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the HPF Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the HPF Grant Manager or their designee.
- G. All grant project funded publications, books, brochures and all public meeting notices regarding this grant project shall include the following acknowledgement:

***This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior of the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.***

[This acknowledgement may be in any size type on the notice]

Project work will be completed and payments made according to the milestone/payment schedule and project budget (schedule included in Attachment 2).



### **3. PROPOSAL SUBMISSION INFORMATION**

#### **SUBMISSION OF PROPOSALS:**

On-line Proposal - If a registered offeror is responding electronically through the City Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

Recycled Products - The City recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Proposal by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract, must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

#### **COMPETITIVE NEGOTIATION OF PROPOSALS:**

The offeror is advised that under the provisions of this Request for Proposal, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City.

#### **EVALUTION AND AWARD PROCESS:**

After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract(s) shall be awarded to the lowest and best proposal(s). The City reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

<b>Evaluation Criteria Scoring Category</b>	<b>Maximum Points</b>
Cost	55 points
Offeror's Experience, Reliability, Expertise of Personnel, and Method of Performance	45 points
<b>TOTAL</b>	<b>100 points</b>

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Division.

### **EVALUATION OF COST:**

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed price stated on the Pricing Page for the original contract period.

Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (55)}}{1} = \text{Assigned Cost Points}$$

### **EVALUATION OF OFFEROR'S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:**

Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.

The offeror shall agree and understand that the City is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

Licenses - The offeror should submit a copy of all licenses and/or certifications, related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the City reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit D is provided for the offeror's use in providing information about the proposed method of performance.

**Miscellaneous Submittal Information:**

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

W-9 Form - The offeror should complete and submit Exhibit G, Request for Taxpayer Identification Number and Certification.

**4. PRICING PAGE**

The offeror shall provide a firm, fixed price in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract.

Line Item	Description	Original Contract Period Firm, Fixed Price
1	Firm, fixed price for historic preservation project services as stated herein	\$_____

**EXHIBIT A**

**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:
--

Provide a brief company history, including the founding date and number of years in business as currently constituted.

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

**EXHIBIT B****CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____ (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For:)</b>	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <ul style="list-style-type: none"> <li>✓ What the offeror did</li> <li>✓ How the offeror did it</li> <li>✓ Results</li> <li>✓ Additional Detail</li> </ul>	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

**EXHIBIT C****EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

**Staffing Methodology**

Describe the person's planned duties/role proposed herein:	
--	--

**List of Projects and Roles Completed**

Describe the projects worked by the individual and the specific role:	
---	--



**EXHIBIT D**

**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

Offeror shall, at a minimum:

- Prepare a cost proposal
- Prepare a project plan, including milestones

**EXHIBIT E****NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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 contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

<http://www.dhs.gov/e-verify>

**EXHIBIT E, Continued**  
**CITY OF COLUMBIA, MISSOURI**  
**WORK AUTHORIZATION AFFIDAVIT**  
**PURSUANT TO 285.530 RSMo**  
**(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )  
 )SS.  
 State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

\_\_\_\_\_  
 Affiant

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

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

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

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 (Notary Public)

**EXHIBIT F****MISCELLANEOUS INFORMATION****Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the City or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the City or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City or any political subdivision thereof:	
If employee of the City or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City or political subdivision thereof:	_____ %

**Registration of Business Name (if applicable) with the Missouri Secretary of State**

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<b><i>Charter Number (if applicable)</i></b>	<b><i>Company Name</i></b>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

## EXHIBIT G

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC         </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate         </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </div> <p style="font-size: small;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <div style="margin-top: 10px;"> <input type="checkbox"/> Other (see instructions) ▶ _____         </div>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
-									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

# EXHIBIT G

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **ATTACHMENT 1**

## **THE SECRETARY OF THE INTERIOR'S STANDARDS AND GUIDELINES FOR PRESERVATION PLANNING**

**Attachment A: Exhibit 1**  
**The Secretary of the Interior's Standards and Guidelines for Preservation Planning**  
**Published in 48 FR 44716-44720 (1983)**

Secretary of the Interior's Standards for Preservation Planning

Preservation planning is a process that organizes preservation activities (identification, evaluation, registration and treatment of historic properties) in a logical sequence. The Standards for Planning discuss the relationship among these activities while the remaining activity standards consider how each activity should be carried out. The Professional Qualifications Standards discuss the education and experience required to carry out various activities.

The Standards for Planning outline a process that determines when an area should be examined for historic properties, whether an identified property is significant, and how a significant property should be treated. Preservation planning is based on the following principles:

- Important historic properties cannot be replaced if they are destroyed. Preservation planning provides for conservative use of these properties, preserving them in place and avoiding harm when possible and altering or destroying properties only when necessary.
- If planning for the preservation of historic properties is to have positive effects, it must begin before the identification of all significant properties has been completed. To make responsible decisions about historic properties, existing information must be used to the maximum extent and new information must be acquired as needed.
- Preservation planning includes public participation. The planning process should provide a forum for open discussion of preservation issues. Public involvement is most meaningful when it is used to assist in defining values of properties and preservation planning issues, rather than when it is limited to review of decisions already made. Early and continuing public participation is essential to the broad acceptance of preservation planning decisions.

Preservation planning can occur at several levels or scales: in a project area; in a community; in a State as a whole; or in the scattered or contiguous landholdings of a Federal agency. Depending on the scale, the planning process will involve different segments of the public and professional communities and the resulting plans will vary in detail. For example, a State preservation plan will likely have more general recommendations than a plan for a project area or a community. The planning process described in these Standards is flexible enough to be used at all levels while providing a common structure which promotes coordination and minimizes duplication of effort. The Guidelines for Preservation Planning contain additional information about how to integrate various levels of planning.

*Standard 1. Preservation Planning Establishes Historic Contexts* Decisions about the identification, evaluation, registration and treatment of historic properties are most reliably made when the relationship of individual properties to other similar properties is understood. Information about historic properties representing aspects of history, architecture, archeology, engineering and culture must be collected and organized to define these relationships. This organizational framework is called a historic context." The historic context organizes information based on a cultural theme and its geographical and chronological limits. Contexts describe the significant broad patterns of development in an area that

may be represented by historic properties. The development of historic contexts is the foundation for decisions about identification, evaluation, registration and treatment of historic properties.

*Standard II. Preservation Planning Uses Historic Contexts To Develop Goals and Priorities for the Identification, Evaluation, Registration and Treatment of Historic Properties* A series of preservation goals is systematically developed for each historic context to ensure that the range of properties representing the important aspects of each historic context is identified, evaluated and treated. Then priorities are set for all goals identified for each historic context. The goals with assigned priorities established for each historic context are integrated to produce a comprehensive and consistent set of goals and priorities for all historic contexts in the geographical area of a planning effort. The goals for each historic context may change as new information becomes available. The overall set of goals and priorities are then altered in response to the changes in the goals and priorities for the individual historic contexts. Activities undertaken to meet the goals must be designed to deliver a usable product within a reasonable period of time. The scope of the activity must be defined so the work can be completed with available budgeted program resources.

*Standard III. The Results of Preservation Planning Are Made Available for Integration Into Broader Planning Processes* Preservation of historic properties is one element of larger planning processes. Planning results, including goals and priorities, information about historic properties, and any planning documents, must be transmitted in a usable form to those responsible for other planning activities. Federally mandated historic preservation planning is most successfully integrated into project management planning at an early stage. Elsewhere, this integration is achieved by making the results of preservation planning available to other governmental planning bodies and to private interests whose activities affect historic properties.

### Secretary of the Interior's Guidelines for Preservation Planning

#### *Introduction*

These Guidelines link the Standards for Preservation Planning with more specific guidance and technical information. They describe one approach to meeting the Standards for Preservation Planning. Agencies, organizations or individuals proposing to approach planning differently may wish to review their approaches with the National Park Service.

The Guidelines are organized as follows:

Managing the Planning Process

Developing Historic Contexts Developing Goals for a Historic Context

Integrating Individual Historic Contexts

Creating the Preservation Plan

Coordinating with Management Frameworks

Recommended Sources of Technical Information

#### *Managing the Planning Process*

The preservation planning process must include an explicit approach to implementation, a provision for review and revision of all elements, and a mechanism for resolving conflicts within the overall set of preservation goals and between this set of goals and other land use planning goals. It is recommended



that the process and its products be described in public documents. Implementing the Process The planning process is a continuous cycle. To establish and maintain such a process, however, the process must be divided into manageable segments that can be performed within a defined period, such as a fiscal year or budget cycle. One means of achieving this is to define a period of time during which all the preliminary steps in the planning process will be completed. These preliminary steps would include setting a schedule for subsequent activities.

#### *Review and Revision*

Planning is a dynamic process. It is expected that the content of the historic contexts described in Standard I and the goals and priorities described in Standard II will be altered based on new information obtained as planning proceeds. The incorporation of this information is essential to improve the content of the plan and to keep it up-to-date and useful. New information must be reviewed regularly and systematically, and the plan revised accordingly.

#### *Public Participation*

The success of the preservation planning process depends on how well it solicits and integrates the views of various groups. The planning process is directed first toward resolving conflicts in goals for historic preservation, and second toward resolving conflicts between historic preservation goals and other land-use planning goals. Public participation is integral to this approach and includes at least the following actions:

1. Involving historians, architectural historians, archeologists, historical architects, folklorists and persons from related discipline to define, review and revise the historic contexts, goals and priorities;
2. Involving interested individuals, organizations and communities in the planning area in identifying the kinds of historic properties that may exist and suitable protective measures;
3. Involving prospective users of the preservation plan in defining issues, goals and priorities; 4. Providing for coordination with other planning efforts at local, state, regional and national levels, as appropriate; an
5. Creating mechanisms for identifying and resolving conflicts about historic preservation issues.

The development of historic contexts, for example, should be based on the professional input of all disciplines involved in preservation and not be limited to a single discipline. For prehistoric archeology, for example, data from fields such as geology, geomorphology and geography may also be needed. The individuals and organizations to be involved will depend, in part, on those present or interested in the planning area.

#### *Documents Resulting from the Planning Process*

In most cases, the planning process produces documents that explain how the process works and that discuss the historic contexts and related goals and priorities. While the process can operate in the absence of these documents, planning documents are important because they are the most effective means of communicating the process and its recommendations to others. Planning documents also record decisions about historic properties.

As various parts of the planning process are reviewed and revised to reflect current information, related documents must also be updated. Planning documents should be created in a form that can be easily revised. It is also recommended that the format, language and organization of any documents of other materials (visual aids, etc.) containing preservation planning information meet the needs of prospective users.

#### *Developing Historic Contexts General Approach*

Available information about historic properties must be divided into manageable units before it can be useful for planning purposes. Major decisions about identifying, evaluating, registering and treating historic properties are most reliably made in the context of other related properties. A historic context is an organizational format that groups information about related historic properties, based on a theme, geographic limits and chronological period. A single historic context describes one or more aspects of the historic development of an area, considering history, architecture, archeology, engineering and culture; and identifies the significant patterns that individual historic properties represent, for example, Coal Mining in Northeastern Pennsylvania between 1860 and 1930. A set of historic contexts is a comprehensive summary of all aspects of the history of the area.

The historic context is the cornerstone of the planning process. The goal of preservation planning is to identify, evaluate, register and treat the full range of properties representing each historic context, rather than only one or two types of properties. Identification activities are organized to ensure that research and survey activities include properties representing all aspects of the historic context. Evaluation uses the historic context as the framework within which to apply the criteria for evaluation to specific properties or property types. Decisions about treatment of properties are made with the goal of treating the range of properties in the context. The use of historic contexts in organizing major preservation activities ensures that those activities result in the preservation of the wide variety of properties that represent our history, rather than only a small, biased sample of properties.

Historic contexts, as theoretical constructs, are linked to actual historic properties through the concept of property type. Property types permit the development of plans for identification, evaluation and treatment even in the absence of complete knowledge of individual properties. Like the historic context, property types are artificial constructs which may be revised as necessary.

Historic contexts can be developed at a variety of scales appropriate for local, State and regional planning. Given the probability of historic contexts overlapping in an area, it is important to coordinate the development and use of contexts at all levels. Generally, the State Historic Preservation Office possesses the most complete body of information about historic properties and, in practice, is in the best position to perform this function.

The development of historic contexts generally results in documents that describe the prehistoric processes or patterns that define the context. Each of the contexts selected should be developed to the point of identifying important property types to be useful in later preservation decision-making. The amount of detail included in these summaries will vary depending on the level (local, state, regional, or national) at which the contexts are developed and on their intended uses. For most planning purposes, a synopsis of the written description of the historic context is sufficient.

#### *Creating a Historic Context*



Generally, historic contexts should not be constructed so broadly as to include all property types under a single historic context or so narrowly as to contain only one property type per historic context. The following procedures should be followed in creating a historic context.

*1. Identify the concept, time period and geographical limits for the historic context*

Existing information, concepts, theories, models and descriptions should be used as the basis for defining historic contexts. Biases in primary and secondary sources should be identified and accounted for when existing information is used in defining historic contexts.

The identification and description of historic contexts should incorporate contributions from all disciplines involved in historic preservation. The chronological period and geographical area of each historic context should be defined after the conceptual basis is established. However, there may be exceptions, especially in defining prehistoric contexts where drainage systems or physiographic regions often are outlined first. The geographical boundaries for historic contexts should not be based upon contemporary political, project or other contemporary boundaries if those boundaries do not coincide with historical boundaries. For example, boundaries for prehistoric contexts will have little relationship to contemporary city, county or state boundaries.

*2. Assemble the existing information about the historic context*

a. Collecting information: Several kinds of information are needed to construct a preservation plan. Information about the history of the area encompassed by the historic context must be collected, including any information about historic properties that have already been identified. Existing survey or inventory entries are an important source of information about historic properties. Other sources may include literature on prehistory, history, architecture and the environment; social and environmental impact assessments; county and State land use plans; architectural and folklife studies and oral histories; ethnographic research; State historic inventories and registers; technical reports prepared for Section 106 or other assessments of historic properties; and direct consultation with individuals and organized groups.

In addition, organizations and groups that may have important roles in defining historic contexts and values should be identified. In most cases a range of knowledgeable professionals drawn from the preservation, planning and academic communities will be available to assist in defining contexts and in identifying sources of information. In other cases, however, development of historic contexts may occur in areas whose history or prehistory has not been extensively studied. In these situations, broad general historic contexts should be initially identified using available literature and expertise, with the expectation that the contexts will be revised and subdivided in the future as primary source research and field survey are conducted. It is also important to identify such sources of information as existing planning data, which is needed to establish goals for identification, evaluation, and treatment, and to identify factors that will affect attainment of those goals.

The same approach for obtaining information is not necessarily desirable for all historic contexts. Information should not be gathered without first considering its relative importance to the historic context, the cost and time involved, and the expertise required to obtain it. In many cases, for example, published sources may be used in writing initial definitions of historic contexts; archival research or field work may be needed for subsequent activities.



*b. Assessing information:* All information should be reviewed to identify bias in historic perspective, methodological approach, or area of coverage. For example, field surveys for archeological sites may have ignored historic archeological sites, or county land use plans may have emphasized only development goals.

### *3. Synthesize information*

The information collection and analysis results in a written narrative of the historic context. This narrative provides a detailed synthesis of the data that have been collected and analyzed. The narrative covers the history of the area from the chosen perspective and identifies important patterns, events, persons or cultural values. In the process of identifying the important patterns, one should consider:

- a. Trends in area settlement and development, if relevant;
- b. Aesthetic and artistic values embodied in architecture, construction technology or craftsmanship;
- c. Research values or problems relevant to the historic context; social and physical sciences and humanities; and cultural interests of local communities; and
- d. Intangible cultural values of ethnic groups and native American peoples.

### *4. Define property types*

A property type is a grouping of individual properties based on shared physical or associative characteristics. Property types link the ideas incorporated in the theoretical historic context with actual historic properties that illustrate those ideas. Property types defined for each historic context should be directly related to the conceptual basis of the historic context. Property types defined for the historic context "Coal Mining in Northeastern Pennsylvania, 1860-1930" might include coal extraction and processing complexes; railroad and canal transportation systems; commercial districts; mine workers' housing; churches, social clubs and other community facilities reflecting the ethnic origins of workers; and residences and other properties associated with mine owners and other industrialists.

*a. Identify property types:* The narrative should discuss the kinds of properties expected within the geographical limits of the context and group them into those property types most useful in representing important historic trends. Generally, property types should be defined after the historic context has been defined. Property types in common usage ("Queen Anne houses," "mill buildings," or "stratified sites") should not be adopted without first verifying their relevance to the historic contexts being used.

*b. Characterize the locational patterns of property types:* Generalizations about where particular types of properties are likely to be found can serve as a guide for identification and treatment. Generalizations about the distribution of archeological properties are frequently used. The distribution of other historic properties often can be estimated based on recognizable historical, environmental or cultural factors that determined their location. Locational patterns of property types should be based upon models that have an explicit theoretical or historical basis and can be tested in the field. The model may be the product of historical research and analysis ("Prior to widespread use of steam power, mills were located on rivers and streams able to produce water power" or "plantation houses in the Mississippi Black Belt were located on sandy clay knolls"), or it may result from sampling techniques. Often the results of statistically valid sample surveys can be used to describe the locational patterns of a representative portion of properties belonging to a particular property type. Other surveys can also provide a basis for

suggesting locational patterns if a diversity of historic properties was recorded and a variety of environmental zones was inspected. It is likely that the identification of locational patterns will come from a combination of these sources. Expected or predicted locational patterns of property types should be developed with a provision made for their verification.

*c. Characterize the current condition of property types:* The expected condition of property types should be evaluated to assist in the development of identification, evaluation and treatment strategies, and to help define physical integrity thresholds for various property types. The following should be assessed for each property type:

- (1) Inherent characteristics of a property type that either contribute to or detract from its physical preservation. For example, a property type commonly constructed of fragile materials is more likely to be deteriorated than a property type constructed of durable materials; structures whose historic function or design limits the potential for alternative uses (water towers) are less likely to be reused than structures whose design allows a wider variety of other uses (commercial buildings or warehouses).
- (2) Aspects of the social and natural environment that may affect the preservation or visibility of the property type. For example, community values placed on certain types of properties (churches, historic cemeteries) may result in their maintenance while the need to reuse valuable materials may stimulate the disappearance of properties like abandoned houses and barns.

It may be most efficient to estimate of the condition of property types based on professional knowledge of existing properties and field test these estimates using a small sample of properties representative of each type.

## *5. Identify information needs*

Filling gaps in information is an important element of the preservation plan designed for each historic context. Statements of the information needed should be as specific as possible, focusing on the information needed, the historic context and property types it applies to, and why the information is needed to perform identification, evaluation, or treatment activities.

### *Developing Goals for a Historic Context: Developing Goals*

A goal is a statement of preferred generally stated in terms of property types.

The purpose of establishing preservation goals is to set forth a "best case" version of how properties in the historic context should be identified, evaluated, registered and treated. Preservation goals should be oriented toward the greatest possible protection of properties in the historic context and should be based on the principle that properties should be preserved in place if possible, through affirmative treatments like rehabilitation, stabilization or restoration. Generally, goals will be specific to the historic context and will often be phrased in terms of property types. Some of these goals will be related to information needs previously identified for the historic context. Collectively, the goals for a historic context should be a coherent statement of program direction covering all aspects of the context.

For each goal, a statement should be prepared identifying:

1. The goal, including the context and property types to which the goal applies and the geographical area in which they are located;

2. The activities required to achieve the goal;
3. The most appropriate methods or strategies for carrying out the activities;
4. A schedule within which the activities should be completed; and
5. The amount of effort required to accomplish the goal, as well as a way to evaluate progress toward its accomplishment.

#### *Setting priorities for goals*

Once goals have been developed they need to be ranked in importance. Ranking involves examining each goal in light of a number of factors.

1. General social, economic, political and environmental conditions and trends affecting (positively and negatively) the identification, evaluation, registration and treatment of property types in the historic context. Some property types in the historic context may be more directly threatened by deterioration, land development patterns, contemporary use patterns, or public perceptions of their value, and such property types should be given priority consideration.
2. Major cost or technical considerations affecting the identification, evaluation and treatment of property types in the historic context

The identification or treatment of some property types may be technically possible but the cost prohibitive; or techniques may not currently be perfected (for example, the identification of submerged sites or objects, or the evaluation of sites containing material for which dating techniques are still being developed).

3. Identification, evaluation, registration and treatment activities previously carried out for property types in the historic context.

If a number of properties representing one aspect of a historic context have been recorded or preserved, treatment of additional members of that property type may receive lower priority than treatment of a property type for which no examples have yet been recorded or preserved. This approach ensures that the focus of recording or preserving all elements of this historic context is retained, rather than limiting activities to preserving properties representing only some aspects of the context.

The result of considering the goals in light of these concerns will be a list of refined goals ranked in order of priority.

#### *Integrating Individual Contexts— Creating the Preservation Plan*

When historic contexts overlap geographically, competing goals and priorities must be integrated for effective preservation planning. The ranking of goals for each historic context must be reconciled to ensure that recommendations for one context do not contradict those for another. This important step results in an overall set of priorities for several historic contexts and a list of the activities to be performed to achieve the ranked goals. When applied to a specific geographical area, this is the preservation plan for that area.



It is expected that in many instances historic contexts will overlap geographically. Overlapping contexts are likely to occur in two combinations—those that were defined at the same scale (i.e., textile development in Smithtown 1850-1910 and Civil War in Smithtown 1855-1870) and those defined at different scales (i.e., Civil War in Smithtown and Civil War in the Shenandoah Valley). The contexts may share the same property types, although the shared property types will probably have different levels of importance, or they may group the same properties into different property types, reflecting either a different scale of analysis or a different historical perspective.

As previously noted, many of the goals that the formulated for a historic context will focus on the property types defined for that context. Thus it is critical that the integration of goals include the explicit consideration of the potential for shared property type membership by individual properties. For example, when the same property types are used by two contexts, reconciling the goals will require weighing the level of importance assigned to each property type. The degree to which integration of historic contexts must involve reconciling property types may be limited by the coordinated development of historic contexts used at various levels.

#### *Integration with Management Frameworks*

Preservation goals and priorities are adapted to land units through integration with other planning concerns. This integration must involve the resolution of conflicts that arise when competing resources occupy the same land base. Successful resolution of these conflicts can often be achieved through judicious combination of inventory, evaluation and treatment activities. Since historic properties are irreplaceable, these activities should be heavily weighted to discourage the destruction of significant properties and to be compatible with the primary land use.

*Recommended Sources of Technical Information Resource Protection Planning Process.* State and Plans Grants Division, 1980. Washington, D.C. Available from Survey and Planning Branch, Interagency Resources Division, National Park Service, Department of the Interior, Washington, D.C. 20240. Outlines a step-by-step approach to implementing the resource protection planning process.

*Resource Protection Planning Process Case Studies.* Available from Survey and Planning Branch, Interagency Resources Division, National Park Service, Department of the Interior, Washington, D.C. 20240. Reports prepared by State Historic Preservation Offices and other using the planning process.

*Planning Theory.* Andreas Faludi, 1980. Oxford: Pergamon Press. Constructs a model of planning using concepts borrowed from general systems theory.

# **ATTACHMENT 2**

## **MILESTONE/PAYMENT SCHEDULE AND FINAL PROJECT REPORT**

Grant Agreement  
 Scope, Purpose and Description  
 City of Columbia  
 Page 6

### MILESTONE/PAYMENT SCHEDULE

City of Columbia  
 Preservation Plan  
 Project No. P23AF00890-008

Starting Date: October 1, 2023

Ending Date: May 15, 2024

<u>Milestone</u>	<u>Product</u>	<u>Date Due</u>	<u>Federal Share</u>	<u>Non-Federal Share</u>
#1	Draft RFP and/or RFQ submitted to the HPF Grant Manager or their designee <b>before</b> the bid process is initiated.	10/15/2023	\$ 0	\$ 0
#2	Documentation of the consultant selection process and a draft of the consultant contract <b>prior to signature</b> submitted to the HPF Grant Manager or their designee for review and approval.	3/15/2024	\$ 0	\$ 0
#3	Copy of signed consultant contract	4/15/2024	\$ 0	\$ 0
#4	An email documenting the discussion between the consultant, the City of Columbia, and the HPF Grants Manager or their designee	5/01/2024	\$ 0	\$ 0
#5	Documentation of the first public meeting; First Draft of the Preservation Plan (30% Completion)	08/01/2024	\$ 0	\$ 0
#6	Second Draft of the Preservation Plan (70% Completion); Documentation of the second public meeting	11/01/2024	Estimated 50% of expenses	Estimated 50% of expenses
#7	Final Draft of the Preservation Plan; Documentation of the third and final public meeting	02/01/2025	\$ 0	\$ 0
#8	Link to the Design Guidelines on the City of Columbia's website	03/01/2025	\$ 0	\$ 0
#9	Submission of final project report and fiscal data.	03/15/2025	Estimated remaining expenses	Estimated remaining expenses
	TOTALS:			

**Department of Natural Resources**  
**Division of State Parks, State Historic Preservation Office**  
**FINAL PROJECT REPORT**

**Project No.:** 29-

**Project Title:** \_\_\_\_\_

**Total Project Cost: \$** \_\_\_\_\_

**Amendments with  
Approval Dates:**

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MAJOR WORK ITEMS	PLANNED	AMENDED	ACTUAL

**Major Cost Items:** (See Attached)

Publication

Name:

Date:

No. Copies.

**Additional  
Information:**

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**CERTIFICATION:**

I certify professionally qualified program and grants management staff of my organization have confirmed, through site visits and/or review of financial and performance reports, that work under this subgrant (or Grant Agreement) has been accomplished according to applicable laws, regulations, Secretary of the Interior's Standards, other program standards, grant management requirements specified in NPS-49, National Register Programs Guideline, and the terms and conditions of the applicable HPF grant.

**Deputy State Historic Preservation Officer**

Approval Date

National Park Service

Date

## Major Cost Categories

Project Number: 29-

Project Title :

<b>Cost Category--Exhibit 1 Final Expenditures</b>	<b>Original Budget</b>	<b>Amended Amount</b>	<b>Actual Amount</b>
<b>A.</b>	\$	\$	\$
<b>B.</b>	\$	\$	\$
<b>C.</b>	\$	\$	\$
<b>D.</b>	\$	\$	\$
<b>E.</b>	\$	\$	\$
<b>F.</b>	\$	\$	\$
<b>G.</b>	\$	\$	\$
<b>H.</b>	\$	\$	\$
<b>I.</b>	\$	\$	\$
<b>J.</b>	\$	\$	\$
<b>K.</b>	\$	\$	\$
<b>L.</b>	\$	\$	\$
<b>M.</b>	\$	\$	\$
<b>N.</b>	\$	\$	\$
<b>O.</b>	\$	\$	\$
<b>P.</b>	\$	\$	\$
<b>Q.</b>	\$	\$	\$
<b>R.</b>	\$	\$	\$
<b>S.</b>	\$	\$	\$
<b>TOTAL (S)</b>	\$	\$	\$



# **ATTACHMENT 3**

## **SAMPLE CONTRACT**



**AGREEMENT #14/2024**  
**Between**  
**CITY OF COLUMBIA, MISSOURI**  
**And**

**[INSERT CONSULTANT'S NAME]**

**For**  
**HISTORIC PRESERVATION PROJECT CONSULTANT**

**TABLE OF CONTENTS**

**SECTION**

1. Services and Performance Standards
  2. Reserved for future use
  3. Exchange of Data
  4. Personnel
  5. Term
  6. Costs not to Exceed
  7. Payment
  8. Termination of Agreement
  9. Ownership of Intellectual Property and Work Product
  10. Insurance
  11. Conflicts
  12. Assignment
  13. Compliance with Laws
  14. Employment of Unauthorized Aliens Prohibited
  15. General Independent Contractor Clause
  16. Hold Harmless Agreement
  17. No Waiver of Sovereign Immunity
  18. Professional Oversight Indemnification
  19. Professional Responsibility
  20. Governing Law and Venue
  21. No Third-Party Beneficiary
  22. Notices
  23. Public Records Act
  24. Amendment
  25. Audit
  26. Nondiscrimination
  27. Missouri Anti-Discrimination Against Israel Act
  28. Counterparts and Electronic Signatures
  29. Contract Documents
  30. Entire Agreement
- Contract Signature Page

**Exhibits**

- A City's RFP #14/2024, with all exhibits and attachments
- B Consultant's Proposal in response to RFP [insert submission date of consultant's proposal]



**AGREEMENT #14/2024**  
**Between**  
**CITY OF COLUMBIA, MISSOURI**  
**And**  
**[INSERT CONSULTANT'S NAME]**  
**For**  
**HISTORIC PRESERVATION PROJECT CONSULTANT**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and [click here and insert Consultant's name in text box], with an address of [click here and insert Consultant's address in text box], (hereinafter "Consultant") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Consultant are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, City desires to engage a Consultant to prepare and submit a historic preservation plan for the City as outlined in City's Request for Proposals attached as Exhibit A, and in Consultant's Proposal in response to RFP attached as Exhibit B; and

WHEREAS, Consultant represents and warrants that Consultant is equipped, knowledgeable, competent, and able to provide all of the professional services necessary or appropriate in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.

a. Scope of Services. The scope of services involves professional services to create a preservation plan for use by the City's Historic Preservation Commission (hereinafter "Project"). The deadline to complete the Project is summer 2025 and is subject to the deadlines and milestones in this Agreement. The historic preservation plan shall summarize the current state of historic preservation within the City of Columbia, Missouri and shall list goals for future preservation efforts. The public shall have opportunities to comment on the preservation plan as it is drawn up. The Project is more fully described in City's Request for Proposals #14/2024 (hereinafter "RFP") attached as Exhibit A and incorporated herein, and in Consultant's Proposal in response to RFP (hereinafter "Consultant's Proposal") attached as Exhibit B and incorporated herein.

b. Funding. City has been awarded a \$15,000 grant from the federal Historic Preservation Fund for the Project. The grant shall be overseen by the Missouri

State Historic Preservation Office. The funding for the survey project comes from a \$2 million grant awarded to the Missouri Department of Natural Resources (“MDNR”) by the National Park Service. Under the terms of the federal grant, the MDNR is required to pass through 10% of the funding as subgrants to Certified Local Governments (“CLGs”) throughout the state. City has agreed to provide a 40% match to the federal funds. CLG grants are awarded based on a competitive scoring process and the direct relation of the projects to the identification, evaluation, or protection of historical, architectural or archaeological resources. The City of Columbia is one of 64 CLGs in Missouri.

c. Prior to beginning any work on Project, Consultant shall resolve with City any perceived ambiguity in Project. City shall issue a written notice to proceed.

d. Consultant shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If Consultant fails to meet the foregoing standards, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Consultant’s failure to comply with the above standard.

e. Schedule. On or after the Effective Date, the City shall issue the notice to proceed and Consultant shall proceed in accordance with the timeline and milestones contained in the Schedule of Work within the City’s RFP, which is attached as Exhibit A, and Consultant’s Proposal, which is attached as Exhibit B.

f. Special Conditions.

i. As a city receiving a federal subaward, City is subject to the requirements of 2 C.F.R. § 200.1 “Subaward”, 2 C.F.R. § 200.101 “Applicability”, and 2 C.F.R. § 200.332 “Requirements for pass-through entities”.

ii. The procedures and requirements contained herein are subject to applicable laws and regulations, and any changes made to these laws and regulations, subsequent to the execution of this agreement. In the event that these procedures and requirements conflict with applicable federal laws, regulations and policies, the following order of precedence will prevail:

1. Federal law
2. Code of Federal Regulations
3. Terms and conditions of grant award funding this Agreement
4. Historic Preservation Fund Grant manual

The provisions included herein shall also be applied by the State to subgrantees and contractors performing work for City on this Project.

- iii. All work requiring expertise in history, archaeology, architectural history, architecture, or historic architecture will either be supervised or completed by personnel who meet the *Secretary of the Interior's Professional Qualifications* as listed in Attachment 1 to City's RFP.
- iv. All content related to the treatment of historic properties shall conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*. The Standards and Guidelines can be found here:  
<https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf>  
and  
<https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part2-reconstruction-restoration.pdf>
- v. The City Historic Preservation Commission will have an opportunity to review and comment on milestone products before they are submitted to the Historic Preservation Fund Grant Manager or their designee if they so choose. Any Commission comments will be submitted with the corresponding milestone to the Historic Preservation Fund Grant Manager or their designee.
- vi. All grant project funded publications, books, brochures and all public meeting notices regarding this grant Project shall include the following acknowledgement:

***This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, of the U.S. Government and Missouri Department of Natural Resources, State Historic Preservation Office. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior of the Department of Natural Resources, State Historic Preservation Office, nor does the mention of trade names or commercial products constitute endorsement or recommendation.***

This acknowledgement may be in any size type on the notice.

Project work will be completed and payments made according to the milestone/payment schedule and project budget (schedule included in City's RFP, Attachment 2).

2. Reserved for future use.
3. Exchange of Data. All information, data, and reports in City's possession 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.
4. Personnel. Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Agreement by Consultant. Such personnel shall not be employees of or have any contractual relationship with City, except as employees of Consultant. All of the services required hereunder will be performed by Consultant or under Consultant's direct supervision. All Consultant's personnel engaged in the work shall be fully qualified and shall be authorized under federal, state, and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City.
5. Term. This Agreement shall commence on the Effective Date. The term and timelines of this Agreement shall be as set forth in the City's RFP and the Consultant's Proposal. The deadline to complete the grant Project is summer 2025.
6. Costs not to Exceed. City agrees to pay Consultant, for the completion of professional services set out in this Agreement, a total amount not to exceed the sum of [click here and insert total cost for services amount (for example, Ten Thousand Five Hundred Dollars) in text box] (\$[click here and insert dollar number (for example, 10,500.00) in text box]).
7. Payment.
  - a. Project work will be completed and payments made according to the milestone/payment schedule and project budget within the City's RFP (schedule included in City's RFP, Attachment 2) and Consultant's Response.
  - b. Conditioned upon acceptable performance. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, City agrees to pay Consultant in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to Consultant for services rendered under this Agreement, City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.
  - c. City shall have ten (10) days from the date of receipt of the invoice to register City's disapproval of the work billed on that invoice. Following Consultant's receipt of said disapproval, Consultant shall have ten (10) days to

cure the issues presented. If cure cannot be obtained within ten (10) days, Consultant shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.

d. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Consultant for the services rendered. City shall pay Consultant within thirty (30) days of receipt of an invoice issued consistent with the terms of this Agreement.

8. Termination of Agreement.

a. Termination for Breach. Failure of Consultant to fulfill Consultant's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Project agreed to by both Parties shall constitute a breach of this Agreement, and City shall thereupon have the right to immediately terminate this Agreement. City shall give seven (7) days written notice of termination to Consultant by one of three different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to Consultant; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, City, at its sole option, may utilize any and all finished or unfinished documents, data, studies, and reports or other materials prepared by Consultant under this Agreement prior to the date of termination. Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of this Agreement by Consultant.

b. Termination for Convenience. City shall have the right at any time by written notice to Consultant to terminate and cancel this Agreement, without cause, for the convenience of City, and Consultant shall immediately stop work. In such event, City shall not be liable to Consultant except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Consultant for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, City, at its sole option, may purchase, for just and equitable compensation any and all finished or unfinished documents, data, studies, surveys and reports or other materials prepared by Consultant under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at City's own risk and without any liability to Consultant. Anticipatory profits and consequential damages shall not be recoverable by Consultant.

c. The Parties agree that if the project should fall one (1) month behind the milestones in this Agreement, the Missouri Department of Natural Resources

(MDNR) has the right unilaterally to terminate or reduce the dollar amount of grant for this Project. In addition, if MDNR determines that full termination of the grant is warranted, the MDNR shall be the sole authority in determining the amount of compensation owed toward the grant for this Project, and accordingly, the amount of compensation owed by City to the Consultant on this Project.

9. Ownership of Intellectual Property and Work Product.

a. Any software, research, reports, studies, surveys, data, photographs, videos, negatives or other documents, drawings or materials prepared by Consultant in the performance of its obligations under the Agreement shall be the exclusive property of the City and all such materials shall be delivered to the City by Consultant upon completion, termination or cancellation of the Agreement. Consultant may, at its own expense, keep copies of all its writing for its personal files. Consultant shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Consultant's obligations under this contract without prior written consent of the City; provided, however, that Consultant shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding the City's ownership of the work product, City acknowledges and agrees that: (i) Consultant has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by Consultant in the performance of the Project or not, at any time and without limitation, and (ii) Consultant retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall enure to the City. To the extent that Consultant incorporates pre-existing work into a derivative work for City, Consultant will retain ownership of such derivative work, except for those items identified in Paragraph 9.a above, and provided that it hereby grants City a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work for purposes set forth in this Agreement. The work product cannot be used for any outside jurisdiction without written permission from Consultant.

10. Insurance. Consultant shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by



Consultant is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VI.

a. Workers' Compensation & Employers Liability. Consultant shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. Consultant shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. Consultant shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned (if applicable), Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. Professional Liability. If the Scope of Services require the work of a licensed professional, Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

e. Consultant may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Consultant and City. Consultant is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, sovereignty, immunities, or protections provided under federal, state or local laws or rules as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Consultant fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Consultant and/or Consultant's employees and/or Consultant's subcontractors in the performance of this Agreement.
11. Conflicts. No salaried officer or employee of City and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
12. Assignment. Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of City thereto. Notice of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement, though City will attempt to so notify any such assignee.

13. Compliance with Laws. Consultant agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.
14. Employment Of Unauthorized Aliens Prohibited. Consultant agrees to comply with Missouri State Statute section 285.530 in that Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, 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 contracted services. Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Consultant shall require each subcontractor to affirmatively state in its contract with Consultant that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultant shall also require each subcontractor to provide Consultant with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
15. General Independent Contractor Clause. This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Consultant will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant and City, and City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.
16. Hold Harmless Agreement: To the fullest extent not prohibited by law, Consultant shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for part of the services), of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for

whose acts Consultant or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Consultant to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

17. No Waiver of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
18. Professional Oversight Indemnification. Consultant understands and agrees that City has contracted with Consultant based upon Consultant's representations that Consultant is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Consultant agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Consultant.
19. Professional Responsibility. Consultant shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If Consultant fails to meet the foregoing standard, Consultant shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct the errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one (1) year from the completion of Consultant's services for the Project.
20. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
21. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
22. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

**If to City:**  
City of Columbia

**If to Consultant:**

Community Development Department  
ATTN: [click here and insert name of contact in text box](#)  
P.O. Box 6015  
Columbia, MO 65205-6015  
Fax: [click here to enter fax](#)

[click here and insert Consultant's name in text box](#)  
ATTN: [click here and insert name of contact in text box](#)  
[click here and insert address in text box](#)  
[click here and insert city/state/zip code in text box](#)

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

23. Public Records Act. City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Consultant agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
24. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
25. Audit. Consultant shall maintain financial records according to generally accepted accounting standards. City has the right, at its sole expense and during normal working hours, to examine the records of Consultant to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.
26. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, receipt of governmental assistance, source of income, or any other legally protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
27. Missouri Anti-Discrimination Against Israel Act. To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, Consultant certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or

entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

28. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
29. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference.

**Exhibits**

- A City's RFP #14/2024, with all exhibits and attachments  
B Consultant's Proposal [insert submission date of consultant's proposal]

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

30. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Consultant's services on this Project described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Mathew Lue, Director of Finance

**[INSERT CONSULTANT'S NAME]**

(Seal)

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ATTEST:**

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

Name: \_\_\_\_\_