

# REQUEST FOR QUALIFICATIONS

## Prequalification of Architects, Engineers, and Surveyors Prequalification through December 2025

### 1. INTENT

*Please refer to Attachment A: Scope, Purpose and Description*

The Carver Birthplace Association is seeking Statements of Qualifications from historic architects who meet the Secretary of the Interior's Professional Qualifications to prepare the required construction documents and provide construction administrative services for rehabilitation of the 1872 Neosho Colored School, 639 Young Street, Neosho, Missouri.

Submissions will be accepted by the Harry S Truman Coordinating Council (HSTCC), serving as grant administrator for the Carver Birthplace Association.

**Email questions and submit responses to Amanda Hampton at [ahampton@hstcc.org](mailto:ahampton@hstcc.org)**

### 2. TERM OF THE PREQUALIFICATION

The term of prequalification shall end December 31, 2025

### 3. SUBMISSION REQUIREMENTS

The respondent shall submit the following information/documents as part of the response:

- 1) RFQ Attachment 1 cover sheet -- completed and signed
- 2) RFQ Attachment 1 qualifications and experience questionnaire or a detailed preprinted qualifications listing
- 3) Certificate of Insurance

### 4. EVALUATION PROCESS

Carver Birthplace Association and Harry S Truman Coordinating Council will review each response for compliance with the requirements of this RFQ. Firms may be contacted for additional information or an interview by Carver Birthplace Association and Harry S Truman to clarify qualifications prior to prequalification or prior to award of a project. The Carver Birthplace Association and Harry S Truman Coordinating Council will prequalify firms that:

- 1) Have been in business for a minimum of two (2) years under the current business name
- 2) Submit all required information

Note: No exceptions may be taken to the requirements of this RFQ to ensure fair equal prequalification of all respondents.

### 5. SELECTION OF ARCHITECT

The Carver Birthplace Association will select the most qualified firm on the prequalified listing that results from this RFQ, and will negotiate a scope of work, price, and terms and conditions

for the specific project in accordance with Chapter 8, Section 8.291, of the Missouri Revised Statutes. Selection will be made as directed in Attachment A. Upon selection, the firm will be asked to submit a fee proposal.

## **6. TERMS AND CONDITIONS FOR PREQUALIFICATION**

### **A. COMPENSATION**

No compensation shall be paid for prequalification. Compensation shall be paid to selected firm after successful negotiation of a contract for the project.

### **B. STANDARD OF CARE**

Prequalified respondent (herein known as consultant) shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

### **C. LIABILITY AND INDEMNIFICATION**

Having considered the potential liabilities that may exist during the performance of a potential contract and the consultant's fee, and in consideration of the mutual covenants contained in the contract, Carver Birthplace Association and consultant agree to allocate and limit such liabilities in accordance with this section:

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Carver Birthplace Association, its officers, directors, and employees, against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by consultant's negligent performance of services under the contract and that of its sub-consultants, or anyone for whom the consultant is legally liable. Consultant shall indemnify the Carver Birthplace Association against legal liability for damages arising out of claims by consultant's employees.

### **D. DELAY IN PERFORMANCE**

Neither the Carver Birthplace Association nor the consultant shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraints; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Carver Birthplace Association or consultant as required. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the contract.

### **E. TERMINATION**

Carver Birthplace Association may terminate or suspend prequalification that results from this solicitation for the Carver Birthplace Association's convenience upon written notice to the successful consultant. Consultant shall terminate or suspend the performance of the services on a schedule acceptable to the Carver Birthplace Association if termination or suspension is for the Carver Birthplace Association's convenience.

Either party may terminate the contract upon written notice in the event of substantial failure to perform in accordance with the terms of the contract. The nonperforming party shall have fifteen (15) calendar days from the termination notice date to cure or submit a plan for cure acceptable to the other party. In the

event that funding for the contract is discontinued, Carver Birthplace Association shall have the right to terminate this contract immediately upon written notice to the consultant.

**F. WAIVER**

A waiver by either the Carver Birthplace Association or consultant of any breach of the contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**G. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of the contract or the occurrence of any event that renders any portion or provision of the contract void shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract, and the balance of the contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire contract from being void if a provision, which is of the essence of this contract, be determined void.

**H. SUCCESSORS AND ASSIGNS**

The Carver Birthplace Association and consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of the contract.

**I. ASSIGNMENT**

Neither the Carver Birthplace Association nor consultant shall assign any rights or duties without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the contract.

**J. THIRD PARTY RIGHTS**

Nothing in this document shall be construed to give any rights or benefits to anyone other than the Carver Birthplace Association and the consultant.

**K. INDEPENDENT CONSULTANT**

Each party shall perform its activities and duties hereunder only as an independent consultant. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. A contract resulting from this solicitation shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

**L. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of a contract or purchase order resulting from this solicitation, the consultant agrees as follows:

The consultant will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The consultant will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the consultant's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each sub-consultant or vendor. The consultant will take such action with respect to any sub-consultant or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the Department, the consultant may request the United States to enter into such litigation to protect the interest of the United States.

#### **M. ANTI-DISCRIMINATION AGAINST ISRAEL ACT**

Contractors working on behalf of the Carver Birthplace Association are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

#### **N. GOVERNING LAW**

Contracts shall be governed by the laws of the State of Missouri. The Carver Birthplace Association and the consultant agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that consultant's performance under the contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under the contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the consultant submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

#### **O. COMMUNICATIONS**

Communication with the firm shall be made in writing to the authorized representative named on the first page of this document. Communication with the Carver Birthplace Association shall be made in writing to Harry S Truman Coordinating Council, Amanda Hampton, 107 N Jefferson, Neosho, MO 64850. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the consultant and the Carver Birthplace Association.

#### **P. MISSOURI SUNSHINE LAW**

The respondent acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". This applies to all information submitted in response to this RFQ. Requests for information under the Sunshine Law must be submitted in writing to the Carver Birthplace Association.

#### **Q. INSURANCE REQUIREMENTS**

**Architect, Engineering, and Survey Services**

The Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the Carver Birthplace Association. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the Carver Birthplace Association. Each policy requires a minimum cancellation notification of at least thirty (30) days advance written notice to the Carver Birthplace Association.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Consultant. The Carver Birthplace Association is to be named as an additional insured as the Carver Birthplace Association's interest may appear for the General Liability and the Automobile Liability Insurance. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the Carver Birthplace Association shall be excess for the Carver Birthplace Association and not contribute to the coverage maintained by the Consultant.

The Carver Birthplace Association shall not obtain worker's compensation insurance on behalf of the Consultant or the employees of the Consultant. The Consultant shall comply with the worker's compensation law concerning its business and its employees.

The Carver Birthplace Association and the Harry S Truman Coordinating Council are the only authorized sources for the RFQ forms. Respondents using RFQ forms not obtained from the Carver Birthplace Association or Harry S Truman Coordinating Council risk not receiving any necessary addenda, eliminating their response from consideration.

Federal laws prohibit discrimination on the grounds of race, color, sexual origination, national origin, disabilities, religion, age, or sex. For more information, write to the Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.
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**RFQ Attachment 1 cover sheet**  
**Prequalification Questionnaire for Architectural, Engineering, and Surveying Services**

***ATTENTION RESPONDENT – COMPLETE AND RETURN COVER SHEET WITH RESPONSE***

(Please print or type)

Responding Firm \_\_\_\_\_

Phone Number \_\_\_\_\_

Address \_\_\_\_\_

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

Name of Authorized Agent \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Signature

**RFQ Attachment 1**

**ATTENTION RESPONDENT – COMPLETE AND RETURN Qualifications & Experience**

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

Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Year Established: \_\_\_\_\_

Local office address: \_\_\_\_\_  
(Street/City/State/Zip)

Type of organization: Individual \_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_  
Joint Venture \_\_\_\_ LLC \_\_\_\_  
Other \_\_\_\_\_

Provide former firm name(s), if any, and the number of years each firm name was in operation:

\_\_\_\_\_

Provide branch office addresses:

\_\_\_\_\_

Provide a listing of personnel and applicable information in this space:

Name	Registration	State	Year	Principal	Associate

Add more pages if necessary

### Qualifications and Technical Competence Data

Indicate in this space all areas of expertise in which your firm is qualified to provide services and complete other information required:

1. Specialized experience and technical competence of your firm; list your firm's specific experience; check box to the right of each that applies:

**Architecture:**

Historic Preservation	<input type="checkbox"/>	Historic Rehab/Restoration	<input type="checkbox"/>	Preservation Planning	<input type="checkbox"/>
Architectural History	<input type="checkbox"/>	ADA Compliance in Historical Buildings	<input type="checkbox"/>	Interior Design	<input type="checkbox"/>

Other:

Provide description of experience including dates & cost of project or services



2. Describe the capacity and capability of your firm to perform work within time limitations fixed for the completion of a project:

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3. Provide at least three (3) examples of work performed with respect to factors such as control of costs, quality of work, and ability to meet schedules, preferably in Missouri or surrounding Midwest Region. Examples may be attachments to this document.

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