CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-003 – approving an MOU between the City of Joplin and the Jasper County Commission to allow the County to utilize the RFP and selection of A&M as the Broadband Deployment Consultant and work together in the future to evaluate and apply for funding.

MEETING DATE
January 17, 2023

ORIGINATING DEPARTMENT
City Attorney

ATTACHMENTS
2022-RFP-10, Broadband Deployment Consultant Services

REVIEWED BY
City Attorney: Peter Edwards; City Manager: Nicholas Edwards; Director of Planning and Neighborhood Services, Troy Bolander

SUMMARY
This Council Bill approves an MOU between the City of Joplin and the Jasper County Commission to allow the County to utilize the RFP and selection of A&M as the Broadband Deployment Consultant and work together in the future to evaluate and apply for funding.

BACKGROUND
The Jasper County Commission approached the City of Joplin seeking an MOU to allow it to use the RFP for Broadband Deployment Consultant Services that the City bid out in 2022, which would allow them to hire the same consultant, Alvarez & Marsal (A&M). Staff has no issue with this request.

Additionally, the MOU allows for the City and County to make a Joint Application for additional funds in the future, if they feel it is advantageous to apply for and receive additional federal or state funds for broadband. However, there is no obligation to do so. This MOU does not implicate or relate to any existing funds that the City or County have received for broadband deployment.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made and entered into this _____ day of _____, 2023, hereinafter referred to as "the Effective Date," by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and the County of Jasper, Missouri, a political subdivision of the State of Missouri, hereinafter referred to as "County," and with City and County being referred to collectively as "the Parties."

W I T N E S S4 E T H:

WHEREAS, City issued Request for Proposal 2022-RFP-10: Broadband Deployment Consultant Services, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, City accepted the proposal of Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, and entered into an agreement for consulting services concerning the same, copies of which are attached hereto and incorporated by reference as Exhibits B and C; and

WHEREAS, County also generally desires to engage a consultant for broadband deployment consultant services and specifically wishes to hire Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company, on the same terms and conditions as City; and

WHEREAS, the Parties believe that a cooperative memorandum of understanding and agreement regarding broadband deployment consultant services would benefit both Parties.

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

1. Mutual Responsibilities. The Parties mutually acknowledge and agree as follows:

A. City agrees to allow County to utilize the City's 2022-RFP-10: Broadband Deployment Consultant Services RFP, wherein the City selected Alvarez & Marsal Infrastructure & Capital Projects, LLC, a Delaware Limited Liability Company as its consultant.

B. Specifically, City agrees to allow County to use its broadband deployment data and analysis.

C. The Parties agree that they shall independently develop their respective scopes of work concerning their broadband deployment needs; however, they shall make a good faith effort to collaborate in areas where it would benefit both parties' taxpayers, such as the borders of City's corporate limits.

"A"

D. The Parties may agree to submit joint applications for funding, whether from ARPA funds or any other source; however, they shall not be obligated to submit any such application. Any such funds shall be used in a manner that would proportionally benefit both parties' taxpayers.

E. The Parties may agree to jointly negotiate with broadband providers and others; however, they shall not be obligated to engage in any such negotiations.

F. The Parties agree that any ARPA funds that they have or will receive shall continue to be separate and this Agreement does not obligate any such funds.

G. Absent an explicit agreement to cooperate on a specific item, each party shall be solely responsible for paying for its costs.

H. This Agreement shall not create a financial obligation of any kind whatsoever on the part of either party.

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

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

4. Compliance with laws. The Parties shall observe and comply with all Federal, State, and local laws and ordinances.

5. Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

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

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

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

City of Joplin, Missouri
Attn: City Manager
602 S. Main St.
Joplin, MO 64801

County of Jasper, Missouri
Attn: Presiding Commissioner
302 S. Main St., Room 101
Carthage, MO 64836

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

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

11. Termination. Either party may terminate this Agreement, without cause, on thirty (30) days' written notice to the other party.

12. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

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

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI	COUNTY OF JASPER, MISSOURI
_____	_____
Nicholas Edwards, City Manager	John Bartosh, Presiding Commissioner
ATTEST:	ATTEST:
_____	_____
Holly Nagy, City Clerk	Charlie Davis, County Clerk

REQUEST FOR PROPOSALS

BROADBAND DEPLOYMENT CONSULTANT SERVICES

Submission Due No Later Than 5:00 PM, May 2, 2022

City of Joplin
Planning, Development and Neighborhood Services Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 1570 (VOICE)
(417) 625-47

Rev. 3/31/2022

REQUEST FOR PROPOSALS

Written proposals subject to the conditions herein stated and attached hereto, will be received at 602 S. Main, Joplin, MO 64801, ATTN: Troy Bolander, until Monday, May 2, 2022, by 5 p.m. Central time for providing the services as described below for the City of Joplin.

DESCRIPTION

The City of Joplin is soliciting proposals from qualified firms with expertise in the areas of stakeholder engagement, telecommunications and information technology, Smart Cities strategic planning project and implementation, federal/state funds management and economic modeling to develop a Fiber Deployment Plan to guide the design, construction, implementation, maintenance, management, regulation, funding of a fiber network backbone, as well as negotiating with ISP providers for access and any other Smart City related technologies in accordance with this Request for Proposal. The City intends to award a Consulting Service Agreement for such efforts. The City is hereby requesting written proposals to provide administration of broadband (fiber) deployment and Smarter Joplin initiatives. The City is requesting professional services to assist in the planning, development, operation and execution of Smarter Joplin broadband and other projects. This shall include technology development and deployment of broadband as a connectivity solution for Joplin, including data analysis, strategic development and planning that focus on resilience, access, affordability and transparency.

The City will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by The City may be included elsewhere in this solicitation.

Bidding firms must have a thorough understanding of broadband deployment and federal and state funding opportunities, application processes and any cross-cutting regulations required for the use of said funds.

BACKGROUND

Joplin experienced a devastating E5 tornado in 2011. With the benefit of federal and state disaster recovery funds, the City developed a Capital Plan to address specific recovery projects. An outcrop of those efforts pointed to a need for a resiliency plan for future events. In 2019 the Smarter Joplin Roadmap was developed with considerable stakeholder involvement. Connectivity issues rose to the top regarding access, dependability, speed and affordability. The COVID pandemic hit, and the issues identified in 2019 came to the forefront as the ability to communicate virtually was limited and often inadequate, including educating remotely, providing telehealth, ability to work from home, and conducting business. In 2021, a Broadband Gap Analysis was commissioned and limitations in broadband were specifically identified and solutions offered. Both documents are available on the City of Joplin's website at https://www.joplinmo.org/1124/Smarter-Joplin. These documents will serve as references in developing a Fiber Deployment Plan.

FORMAT FOR STATEMENT OF QUALIFICATIONS

General Instructions

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of various funding sources and associated program objectives.

Responses shall be a maximum of forty (40) printed pages. No 3-ring binders please. The cover, table of contents, divider sheets, resumes and submission form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expenses.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers

The Proposer may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Proposer may also be required to give a past history and references in order to satisfy The City in regard to the Proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer

fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. The knowledge, ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
B. The ability of the Proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
D. The quality of performance of previous contracts or services.
E. Overall costs of provided services.

A selection committee made up of qualified City staff shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. Final authority of the selection ultimately lies with the Joplin City Council and is subject to not being in agreement with the recommendation from the selection committee.

Factors to be considered are as follows:

A. **Company Profile: (10 Points)** Scoring will emphasize management, organization, availability of key staff, skill, financial and other necessary resources to perform the work or provide the services required.

Respondents must provide a listing of the personnel who would be assigned to this project, including an explanation of the project team's organizational structure and each person's area of responsibility. CV's or resumes for each professional assigned to this project are also required. Please include an organizational chart of the local team and any associated decision-makers' part of any review or approval process within your firm.

B. **Commencement: (10 Points)** Scoring will emphasize ability to commence services promptly or within the time specified, without delay or interference.

A timeline is required to be provided by the respondent.

C. **Experience: (20 Points)** Scoring will emphasize direct experience and success with the items listed in the proposal as well as character, integrity, reputation, judgment, and efficiency of the Proposer.

Respondent must provide three (3) examples of experience relative to development and execution of a Fiber Deployment Plan including the name, address, and telephone number of a client contact for each project. Examples proving the ability to coordinate multiple projects within administration team should be included and will be considered in the scoring. Scoring will also emphasize experience which includes securing private, local, state and federal sources with knowledge of requirements of each source, and the firm's results of past governmental review and monitoring and/or direct team experience.

D. **Approach Strategy: (20 Points)** Scoring will emphasize project approach for each service requested and proven implementation and/or management strategies by the team for the local City government. Services requested are found in the "Specification for Services Requested" section of this RFP. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

   Additionally, please explain the local presence that your firm will have in the community and assigned staff frequency in situ. It will be paramount to have firm expertise available for staff.

E. **References: (10 Points)** Scoring will emphasize quality of references and the quality of performance of previous contracts or services.

F. **Price: (30 Points)** Proposers shall provide hourly information by title/function assigned to the project as shown below:

Department	Title/Function	Average Hourly Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
			Grant Total	**$**

After the selection process, the Selection Committee shall negotiate on behalf of the City of Joplin, a contract based on the fees and fee structure as submitted in the proposal. The City of Joplin reserves the right to delete elements or expand the scope of the contract based on the negotiated fees at the time of contract letting.

SPECIFICATIONS OF SERVICES REQUESTED:

A. **General Statement:**

   The City of Joplin requests proposals for professional telecommunications and information technology services to assist with the development of a Fiber Deployment Plan, access potential funding sources, negotiate with potential carriers and ISPs and other services related to the deployment of broadband.

B. **Specific Specifications: The City requests the following services to be provided:**
   - The ability to collaborate with City leadership and its partners.

- Assist City staff in developing a Fiber Deployment Plan that would serve as a roadmap for developing and executing projects.
- Seek and obtain private, local, state and/or federal funding sources for the execution of a Fiber Deployment Plan.
- The Consultant shall perform certain services necessary for development and initial execution of the Fiber Deployment Plan.
- The City's goal in developing a Fiber Deployment Plan is to document a detailed, actionable plan to build a carrier-class, highly available, redundant fiber network that provides Joplin institutions, businesses and residential areas with high-speed Internet access, data and Smart City services, thereby improving the quality of life of our constituents, boosting economic development and enhancing the infrastructure of Joplin.
- Validate the selected business model, identifying and vetting of any possible public-private partnership opportunities, as required.
- Investigate potential public-private partnership opportunities and options for Joplin with specific, actionable proposals modeled in the business plan if applicable.
- Conduct a business case analysis including return on investment (ROI) timeline, funding type and financing options for a phased build, staffing requirements and pro forma financial statements.
- Prepare, as necessary, governance, ownership and management guidance including zoning and Right of Way (ROW) ordinances, potential legal ramifications and roadblocks to the Plan, leasing and asset sharing guidelines and templates.
- Development of monitoring plans and execution of said plans.
- Review and update the City's Smarter Joplin Roadmap that was presented to the Joplin City Council in September 2019.
- Manage program operations for all available programs.
- IT oversight and Web Development as required.
- Throughout the course of completing the tasks and deliverables in this RFP it is expected that the Consultant will assess and verify the appropriateness of the model and build direction outlined by the City above or recommend an alternative model and build approach.
- Training City Staff on best practices related to broadband deployment.
- Other support and consulting functions as required by the City.

GENERAL INFORMATION AND REQUIREMENTS

Minimum Effective Period of Proposal

All proposals are required to remain in effect for at least 120 days from the date submitted to the City for review. This should be taken into account during budget preparations.

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

MBE/WBE
Please state whether your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

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

Clarifications and Interpretations
Any clarifications or interpretations of this RFP that materially affect or change its requirements will be provided by the City as an addendum. These items must be received by the City 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate each addendum in its responses. All additional information or addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left hand column under Bids/Projects. Please check regularly and/or sign up to receive notifications.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing responses.

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

Deadline for Submission of Interest
Responses will be accepted no later than the time and location described below:

TIME/DATE: Received by 5:00 PM on Monday, May 2, 2022.
RFPs received after this time and date will not be accepted.

TO: City of Joplin
Attn: Troy Bolander, Director
Planning, Development & Neighborhood Services
602 S Main Street
Joplin, MO 64801

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

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

Point of Contact

The City designates the following person as its representative and Point-of-Contact for this RFP:

Patty Heagel, Assistant Director Planning, Development & Neighborhood Services
Joplin City Hall
602 S Main Street, 4th Floor
Joplin, MO 64801
(417) 624.0820 Ext 1570
pheagel@joplinmo.org

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

Evaluation of Qualifications

The evaluation of the responses shall be based on the requirements described in this RFP. All properly submitted responses will be reviewed, evaluated, and ranked by the City, with input from the committee as noted above. The City will reserve the right to include an interview with the Proposer if the City deems it necessary to aid in the ranking process. If the City requests an interview from a select number of the proposals it is required of those Proposers to meet with the selection team at a time to be specified. The City will contact those Proposers with the top ranked proposals that best meet City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be

required to meet with the selection team at a time to be specified. The proposals will be reviewed in depth with the selection team at that time. The City will contact the proposer that best meets The City's needs and attempt to negotiate an agreement that is acceptable to both parties.

City's Reservation of Rights
The City may evaluate the responses based on the anticipated completion of all or any portion of the project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

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

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

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

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

Award and Disbursement of Funds
The City will negotiate a contract/agreement with the Proposer to assist in prioritizing needs, optimizing funding available and executing proposed activities according to the requirements of the funding streams. The City will fund the proposal through pandemic sources.

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

Nonconforming Terms and Conditions

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

Debarment

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government; and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal Government. Respondents must be registered at SAM.GOV to be eligible.

THE CITY OF JOPLIN
REQUEST FOR PROPOSAL SUBMISSION FORM
2022-RFP-BROADBAND DEPLOYMENT CONSULTANT SERVICES

Company _____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE CITY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

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

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

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

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

By signature hereon, Respondent represents and warrants that:

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

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

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

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

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

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

Submitted and certified this _____day of _____.

BY: _____

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

COUNCIL BILL NO. 2023-003 **ORDINANCE NO.**

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Jasper County Commission allowing for the County to join with the City of Joplin on its Broadband Deployment Consultant Services (2022-RFP-10) with Alvarez & Marsal Infrastructure & Capital Projects, LLC.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Memorandum of Understanding by and between the City of Joplin and the Jasper County Commission allowing the County to utilize the City's Broadband Deployment Consultant Services RFP (2022-RFP-10) with Alvarez & Marsal Infrastructure & Capital Projects, LLC, a true and accurate copy of said Memorandum of Understanding, attached hereto and incorporated herein by as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Memorandum of Understanding, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney