NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2021-RFP-11

Co-Managed Network Services & Upgrades

RFP Due Date: 10:00 A.M., August 20, 2021

Location: City of Joplin
IT Department
602 S. Main St.
Joplin, MO 64801

Staff: Mark Morris, IT Director
Email: MMorris@joplinmo.org

Phone: 417-624-0820 ext 1247

Proposals will be received by the IT Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Firms are strongly encouraged to carefully read the entire Request for Proposal.

August 4, 2021
Issue Date

1.0 SCOPE OF WORK

The City is interested in obtaining the services of an IT support services firm. The City is interested in a qualified firm capable of taking a creative and innovative approach to assessing the security needs of our network, the possible future options for securing and enhancing our network, while obtaining open-ended input about those options from City IT staff. The City is soliciting competitive proposals to perform this work.

The selected firm will provide IT co-managed services in cooperation with the City of Joplin IT staff and at the direction of the City of Joplin IT Director.

Services may include, but are not limited to, the following:

• General Support-defined as Tier 1 support. Depending upon emergent situations and availability of City IT staff, support firm may be called upon to provide end-user support either remotely or on-site, as conditions warrant.

• Endpoint Security – Propose and manage Anti-Virus/Anti-Malware protection including real-time endpoint notification

• Server Security – Propose and manage cybersecurity solutions with advanced threat protection, virus /malware protection, and visibility into encrypted traffic

• Network Protection – Propose and manage protection for our cloud-based DNS connections, network, and users from cyberattacks at the domain level. Propose and assist NW Administrator with network segmentation and best practices as related to cyber security.

• Daily Health & Safety Checks – Monitor unauthorized login attempts and run system vulnerability checks. Run comprehensive scans of the City's systems and logs to identify potential problems in advance

• Weekly Reporting – Deliver a detailed report on the health and security of the City's critical IT assets

• 24/7 Monitoring – Deliver information to the City quickly about errors and highlight problems that need attention

• Quarterly Assessment – The selected firm will come onsite once a quarter for a physical inspection of the City's infrastructure, perform a network and security assessment, and ensure our technology is properly aligned to best practices and our business goals.

• Annual CyberSecurity Training of all City employees that use a computer; including City Council.

• Annual Penetration Testing & Periodic Phishing & Email Security tests. Results to be captured and reported back to City IT Director. Follow-up training and recommended best practices for offenders.

• Firewall IPS/IDS with 24/7 Monitoring (3rd party threat detection)

• Long-term Network Advisement and Infrastructure Enhancement – The selected firm will be tasked with working directly with City of Joplin Network Administrator, to bring long-term structure, stability, and enhancements.

• Incident Response plan & preparation. Coordinate and train City IT staff on future incident response roles & participation. Annual "exercise" on incident response & mitigation plan.

• Air Gap Backup & Recovery. Assist NW Administrator with proposed changes to existing backup appliance and recommend future enhancements. Including, but not limited to IMAGE LEVEL offsite backups of ALL on-premise servers.

• SOC for CyberSecurity. Establish systems and controls to satisfy SOC reporting requirements as it relates to the CyberSecurity framework and monitoring.

• Joplin's IT Footprint –

o The City currently has 24 servers (a mix of virtual and physical).
o Office 365—Microsoft Enterprise EA customer
o ESRI / ArcGIS SGEA (Small Govt Enterprise Agreement)
o VOIP phone system
o 20 sites connected via routed Fiber
o 550 client workstations and/or laptops
o existing switching, firewall, endpoint, IPS/IDS details are available upon request

Content Requirements

Each Proposal shall include the following:

The Proposal must detail how the Firm will provide the Scope of Services required by this RFP and the cost of providing those services. Price guarantees should be included if applicable. Firms are encouraged to present in their Proposals any alternate or creative means of providing any item specified in the Scope of Services, and the effect that would have on the proposed prices.

Company Profile

Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the

name, address, and telephone number of the project manager, if different than item A.

Organizational Structure

Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes

Provide a listing of key technical team members who will be involved and their role(s)

Experience and Qualifications

Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFP. The Proposal should provide all information which the firm considers pertinent to its qualifications for performing the work called for by the RFP.

References

Each Firm must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFP. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

Administrative Requirements

RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the August 4, 2021 RFP issue date are subject to change:

Activity	Date
RFP issued	August 4, 2021
RFP Due Date	August 20, 2021
Vendor Selection	August 24, 2021
Complete Contract	August 26, 2021
Present Contract to Council for Approval	September 7, 2021
Firm Commence Work	Sept 13, 2021

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP,

or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than August 11, 2021 via e-mail to mmorris@joplinmo.org, or in writing, to Mark A Morris (Attn: RFP#2021-RFP-11), City of Joplin, 602 S. Main St., Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Firm finds any inconsistency or ambiguity in the RFP, the Firm is requested to contact the IT Department, at the above address.

2.0 Proposal Selection and Evaluation

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFP, will be reviewed and evaluated by the City. Proposals will be evaluated, in part, according to whether the Firm meets the minimum qualifications and submits a proposal complying with all the requirements of this RFP.

Evaluation of vendor proposals will be based on the following criteria:

40%	Cost of proposal – must contain a cost for the requested scope of work in a “not to exceed” amount.
25%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
15%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
10%	References – will be based on references submitted as part of RFP but can include clients not submitted.
10%	Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Responsibility for Costs

The Firm shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Firm, the evaluation of Proposals, or the selection of any Firm for further negotiations.

Contract Terms and Conditions

The City may condition award of the Contract on the Firm’s acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Firm may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Firm object to any of the terms and conditions established in this RFP, including the form of agreement, the City reserves the right, in its sole discretion, to permit

Firm to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Firm objects to terms and conditions and if Firm does object, the number and type of objections. In no event shall the City's selection of a Firm for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits

The following exhibits are referenced in this RFP, incorporated into and made a part of this RFP:

A. City of Joplin Standard Professional Services Agreement

3.0 FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

Request for Additional Information

The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract

The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals

Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness

All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

Execution of Agreement

It is anticipated the City will make their selection of a firm by June 12, 2020. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

4.0 SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Proposal Due Date

Sealed proposals with one (1) original and two (2) complete copies will be received at the IT Department no later than 10:00 a.m. August 20, 2021. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery Only
CITY OF JOPLIN
MARK A MORRIS, DIRECTOR OF INFORMATION TECHNOLOGY
602 S. MAIN ST.
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2021-RFP-11: Co-Managed Network Services & Upgrade"

Amendments

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

Proposal Evaluation Process

The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the City.

The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.
Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

The City is seeking bids by unit price or as a total annual price for all services requested in Section 1.0 Scope of Work. The City will have the right to award this contract either in total (Option 2) or by electing individual services from the below items (Option 1) based on the bid response price. Please use the below bid proposal response form.

Option 1: Item Description	**Bid Price**
General IT Support, as needed	
_____	
Endpoint Security	
_____	
Server Security	_____
Network Protection	_____
Daily Health & Safety Checks	_____
Weekly Reporting	_____
24/7 Monitoring	_____
Quarterly Assessment	_____
Annual Cyber-Security Training	_____
Annual Penetration/Periodic Security Tests	_____
Firewall IPS/IDS with 24/7 Monitoring	_____
Network Advisement & Infrastructure Enhancement	_____
Incident Response Plan & Preparation	_____
Air Gap Backup & Recovery	_____
Cyber-Security SOC	_____

Option 2: All-Inclusive	**Bid Price**
Annual All-Inclusive Service Including All Items included in Scope of Work	_____

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Information Technology Department
602 South Main Street
Joplin, MO
417-624-0820 ext. 1247

NAME, ADDRESS & PHONE OF FIRM

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Firm hereinafter referred to as the "Firm."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Firm to render certain services hereinafter described in Request for Proposal 2021-RFP-10 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Firm submitted a proposal dated August 20, 2021 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Firm has become the lowest and best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Firm and the Firm agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Firm shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Firm in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Firm in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Firm.

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

5. The Firm shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Firm represents that Firm will secure at Firm's own expense; all personnel required to perform the services called for under this contract by Firm. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Firm. All the services required hereunder will be performed by the Firm or under Firm's direct supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Firm shall fail to fulfill in a timely and proper manner Firm's obligations under this contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Firm shall, at the option of the City become its property.** The Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Firm.

8. **Assignment:** The Firm shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Firm from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Any reports, data, or similar information given to or prepared or assembled by the Firm under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Firm without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Firm and processed through the Division of Purchases. Upon request by the City, the Firm shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Firm shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Firm's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Firm's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Firm is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Firm Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Firm will be an Independent Firm and not the 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 Contributions 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. The Firm will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Firm's activities and responsibilities hereunder. The Firm agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 the Firm and the City, and the City will not be liable for any obligation incurred by the Firm, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Firm shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Firms:** If the Firm is a foreign corporation or non-resident Firm, it is agreed that the Firm shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Firm agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Firm or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Firm 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 contract. The Firm further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Firm's Responsibility for Subcontractor**: It is further agreed that Firm shall be as fully responsible to the City for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Firm is for the acts and omissions of persons it directly employs. Firm shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractor to Firm by all the terms herein set forth, insofar as applicable to the work of subcontractor and to give Firm the same power regarding termination of any subcontract as the City may exercise over Firm under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Firm and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Firm for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Firm shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Firm hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Firm.

C. The Firm shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Firm hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Firm, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Firm affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Firm's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Firm at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

FIRM

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney