RESOLUTION NO. 2014-06

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE PURCHASE AND INSTALLATION OF COMPUTERS FOR THE CITY'S POLICE CARS WITH GILES TECHNOLOGY SERVICES LLC AND GRANTING FURTHER AUTHORITY

WHEREAS, the City duly accepted bids in August 2013 to purchase and have installed laptops in the City's police cars and Giles Technology Services was the lowest bidder;

WHEREAS, the costs for such project will be funded through the general fund as budgeted in the Amended 2013-2014 budget;

WHEREAS, the City of Pacific finds it to be in the best interest of the City to enter into a contract with Giles Technology Services for the purchase and installation of the laptops in the police cars; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Professional Services Agreement with Giles Technology Services LLC in substantially the form of Exhibit A incorporated herein for a sum of $18,743.29. The Board of Aldermen hereby further authorizes the City Clerk to take all actions reasonable and necessary to carry out the intent of this Resolution.

Section 2: This Resolution shall take effect and be in full force from and after its passage by the Board of Aldermen.

Adopted by the Board of Aldermen and approved by the Mayor this 4th day of February 2014.

_____
Herbert C. Adams, Mayor

ATTEST:

_____

Exhibit A

City a Professional Services Agreement with Giles Technology Services LLC

City of Pacific, Missouri
CONSULTANT/SERVICES CONTRACT

DEPARTMENT Administration JOB NO. -2014-02

CONTRACT NO. GTS Giles Technology Service DATE: _____

THIS AGREEMENT, made and effective as of February ___, 2014 by and between the **City of Pacific, Missouri,** a Missouri municipal corporation, hereinafter referred to as City, and **Giles Technology Services LLC** located at 314 W. St. Louis St., Pacific, MO 63069 hereinafter referred to as "CONSULTANT,"

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

I. SCOPE OF SERVICES

Consultant services are necessary for the following Project of City: Purchasing and installation of monitoring laptops in the City's police cars.

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

*Giles Technology Services will provide the City with all of the equipment and warranties as described in **Exhibit A**, provide all necessary tools and equipment for the installation of all such equipment, and install all such equipment in the City's police cars. Such equipment shall also be subject to all applicable Uniform Commercial Code warranties.*

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

II. COMPENSATION

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

[X] a sum of $ 18,743.29.

or (if above box is not checked):

[ ] such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

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

Only as authorized in writing by the City.

III. TIME AND MANNER OF PAYMENTS

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

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Contract shall be commenced on February ___, 2014, and shall be completed in a reasonable manner, and shall be performed so as not to delay or hinder City's schedule for the project. Failure to complete the work by the completion date shall result in a reduction in the amount due the Consultant under this contract in the amount of $100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

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

CONSULTANT

By: _____

Title: _____

DATED: _____

CITY OF PACIFIC, MISSOURI

By: _____
Herbert Adams, Mayor

DATED: _____

ATTEST:

_____

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

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

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

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

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

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

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

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

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to

make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Other Special Provisions.

Exhibit A

Quote

GTS
Giles Technology Services
Moving Healthcare Forward

5543 Mansell Manor Way
Eureka MO 63025
www.GTSrealth.com
314.971.1054

Date	Invoice #
8/21/2013	1771

Bill To	Ship To
City of Pacific Police Department Matthew P Mansell/Karen Dozier 300 Hoven Drive Pacific, MO 63609	City of Pacific Police Department Matthew P Mansell 300 Hoven Drive Pacific, MO 63609

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/21/2013			

Quantity	Item Code	Description	Price Each	Amount
8	Dell Latitude E5430	Dell Latitude E5430 laptop, Intel Core i5-3210M Processor 2.5GHZ, 320GB hard drive, 6-Cell (60WH) Primary Lithium Ion Battery, 8X DVD+/-RW, Windows 7 Professional 64 bit, Microsoft Office Home and Business 2013, 3 year next business day parts replacement.	1,202.99	9,623.92
8	RAM Laptop Moun...	No-Drill™ Laptop Mount for the Chevrolet Camaro, Caprice, Ford Crown Victoria Police Interceptor & Lincoln Town Car	279.99	2,239.92
8	RAM Universal Pri...	RAM Universal Portable Printer Cradle, Double Socket Arm & Double U-Bolt Base.	149.99	1,199.92
8	RAM Flexible USB...	RAM Flexible USB Powered Travel Light	14.99	119.92
8	Laptop Support Arm	RAM Mount Adjustable Laptop Screen Support Arm	29.99	239.92
8	RAM USB Tough-...	RAM USB Tough-Hub™ for power down of laptop equipment.	129.99	1,039.92
8	TSP 800 Ticket Pri...	TSP 800 Ticket Printer	507.9975	4,063.98
8	Printer Power Supply	Mobile Power Supply for Ticket Printer	26.97375	215.79

Total	$18,743.29
Credit Applied	$0.00
Balance Due	$18,743.29

Exhibit B

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

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)

affirm _____ ("Company") is enrolled and will continue to participate in a federal work
(company name)

authorization program in respect to employees that will work in connection with the contracted

services related to _____ of the City of Pacific and

any incidental items associated with this work for the duration of the contract, if awarded, in accordance with

Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not

knowingly employ a person who is an unauthorized alien in connection with the contracted services

for the duration of the contract, if awarded. Attached to this affidavit is documentation of the

Company's participation in a federal work authorization program.

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

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

_____ _____
Signature (person with authority) Printed Name

_____ _____
Title Date

State of Missouri)
) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 2014.

My commission expires: _____
Notary Public