



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 4958)

Meeting: 06/30/25 9:30 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires Raines

Initiator: Madi Hires Raines

Sponsors:

Doc ID: 4958

Meeting Attachments

ATTACHMENTS:

1 - 30 JUNE 2025 - EXECUTED CONTRACT 2020-0359-01 PITT TECHNOLOGY GROUP, LLC 51902

2 - 30 JUNE 2025 - CONTRACT AGREEMENT WITH PITT TECHNOLOGY GROUP, LLC.

3 - 30 JUNE 2025 - EXECUTED CONTRACT 2020-0359 IFB074-2020

4 - 30 JUNE 2025 - PITT TECHNOLOGY AWARD LETTER

CONTRACT

2020-0359-01

Title	Routing Order	Date	Initials
Director of Finance	DAVID HOLTMANN		DH
Contract Paralegal	TAYLOR PARKER	8/23/2024	TP
Assistant City Attorney	KYLE TOLBERT		KT
Purchasing Agent	BEN CALIA		BC

City Clerk	ANITA COTTER
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☐ New Contract ☐ Contract Renewal ☐ Auto Renew ☒ Addendum ☐ Change Order ☐ Void

Type Of Contract: SERVICES - MISC.

Contractor: PITT TECHNOLOGY GROUP, LLC

Originating Dept: FINANCE

Contact Person: KILINA GOLDENBERG

Effective Date: 7/1/2020

Termination Date: 6/30/2025

Owned:

Amount:

Requisition:

PO:

Additional Amount:

Notes: ASSIGNMENT FROM LOVO INTEGRATIONS LLC TO PITT TECHNOLOGY GROUP LLC

Description: COMMUNICATIONS SYSTEM SERVICE & CABLING #074-2020 IFB

Council Bill:

Ordinance No.

51902



MODIFICATION NO. 1 TO CONTRACT #2020-0359

CITY	COMPANY
CITY OF SPRINGFIELD/DIVISION OF PURCHASES 218 E. CENTRAL SPRINGFIELD, MO 65802 PHONE: 417-864-1620 FAX: 417-864-1927 ATTN: KILINA GOLDENBERG, BUYER DEPT.: DIVISION OF PURCHASES	PITT TECHNOLOGY GROUP, LLC 1900 N LE COMPTE AVE, SUITE 15 SPRINGFIELD, MO 65802 PHONE: 417-831-7077 ATTN: KEVIN WATERLAND

Entered into this 23 day of August, 2024, for good and valuable consideration, the undersigned hereby agree that this Modification shall become part of that certain Contract executed on the 13th day of May 2020 by the parties identified above.

Whereas, Lovo Integrations, LLC desires to assign its obligations under City Contract #2020-0359 (hereinafter the Contract) to Pitt Technology Group, LLC and Pitt Technology Group, LLC wants to accept said assignment of the Contract, and

Whereas, Section 6.34 of the bid document (#074-2020IFB) prohibits assignments without the City's prior written consent.

Now therefore, the City grants permission to Lovo Integrations, LLC to assign Contract #2020-0359 to Pitt Technology Group, LLC under the following terms and conditions:

1. The Contract is incorporated into this document as if fully set forth herein.
2. The City hereby consents to Lovo Integrations, LLC assignment of Contract to Pitt Technology Group, LLC. The City's consent herein does not waive Section 6.34 of the bid document prohibiting assignments in the future without prior written consent.
3. Pitt Technology Group, LLC agrees to accept the assignment and fully perform all Contract provisions originally assigned to Lovo Integrations, LLC.
4. Pitt Technology Group, LLC shall be liable to the City for any and all claims, actions, causes of action, duties, obligations, and liabilities of any kind or type arising from the Contract.
5. Lovo Integrations, LLC remains liable to the City for any and all claims, actions, causes of action, duties, obligations and liabilities of any kind or type arising from, or out of, performance of the Contract.
6. No Contract provisions are waived or modified. All Contract provisions remain in full force and effect. Should any language in this document conflict with the contract language, this document shall control.
7. This assignment binds all parties' successors and assignees. All parties may execute such further instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this document.
8. This document shall be construed according to, and governed by, Missouri law. Venue for any court action involving this document shall be proper only in the Circuit Court of Green County, Missouri.
9. That this Modification #1 together with said Contract contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.
10. Modification #1 shall be in effect on the day of the Purchasing Agent's signature.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract modification by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

David Holtmann
David Holtmann (Aug 23, 2024 10:08 CDT)

David Holtmann, Director of Finance
or Acting Director of Finance

Aug 23, 2024

Date

APPROVED AS TO FORM

Kyle Tolbert
Kyle Tolbert (Aug 23, 2024 10:43 CDT)

By: Kyle Tolbert
City Attorney, or Assistant City Attorney

Aug 23, 2024

Date

Lovo Integrations, LLC

By: [Signature]
Company Authorized Signature

8-5-24
Date

Name: Kevin Waterland
Print

Title: GM

Pitt Technology Group, LLC

By: [Signature]
Company Authorized Signature

8-5-24
Date

Name: Kevin Waterland
Print

Title: GM

Division of Purchases

By: Ben Calia
Ben Calia, CPPB, City Purchasing Agent
Or Acting Purchasing Agent

Aug 23, 2024

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nixon & Lindstrom Insurance Carmine Ingenito 901 E. Battlefield Road Springfield MO 65807-4811		CONTACT NAME: Emily Berg PHONE (A/C, No, Ext): (417) 881-6623 FAX (A/C, No): (417) 881-8269 E-MAIL ADDRESS: eberg@nixonins.com	
INSURED Pitt Technology Group LLC 417-831-7077 1900 LeCompte Rd Ste 15 Springfield MO 65802-7558		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford NAIC # 30104 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23-24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		37SBAAT9ZFH	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		37UECAC3321	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		37SBAAT9ZFH	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	\$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		37WBCAU2VR2	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Springfield is an Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability per written contract or agreement. Should the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policy be cancelled before the expiration date thereof, the issuing company and/or agent will endeavor to mail 30 days written notice (10 day notice for non-payment) to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative.

CERTIFICATE HOLDER**CANCELLATION**

City of Springfield 218 E Central Springfield MO 65802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

- (1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph 2. of Section C. WHO IS AN INSURED:

- a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
- (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
- (3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

- b. With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph a. above, the following additional exclusion applies:

- (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

- c. The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
- d. The insurance afforded to such "insured" only applies to the extent permitted by law.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: See Attached Endorsement

NCCI Company Number: 20613

Policy Effective Date: 11/01/23

Policy Number: 37 WBC AU2VR2

Effective Date: 11/09/23

Named Insured and Address:

Endorsement Number: 2

Effective hour is the same as stated on the Information Page of the policy.

PITT TECHNOLOGY GROUP LLC
1900 N LE COMPTE AVE
SPRINGFIELD MO 65802

Audit Period: ANNUAL

Policy Expiration Date: 11/01/24

FEIN Number: 82-2845439

Producer Name: NIXON & LINDSTROM INSURANCE

Producer Code: 37284930

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford. If you are enrolled in repetitive EFT draws from your bank account, changes in premium will change future draw amounts.

In consideration of no change in premium, it is agreed that:

Policy is amended to add the following condition(s):

Notice of Cancellation to Certificate Holders - Blanket

Policy is amended to add the following Endorsement Forms reflecting the changes made to your policy.

WC990394
WC320601B

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

WC990006A(.1P)

Countersigned by

Susan S. Castaneda

Authorized Representative



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NON-RENEWAL ENDORSEMENT

Policy Number: 37 WBC AU2VR2

Endorsement Number: 2

Effective Date: 11/09/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Pitt Technology Group LLC
1900 N LE COMPTE AVE
SPRINGFIELD MO 65802

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

It is hereby understood and agreed that all cancellation provisions in the policy addressing the required number of days notice for cancellation by us or non-renewal by us are amended as follows:

- o _____ days notice will be given for notice of cancellation for non-payment of premium.
- o _____ days notice will be given for notice of cancellation for any other reason.
- o _____ days notice will be given for non-renewal.

Notwithstanding the provisions above, in no event will the number of days notice for cancellation or for non-renewal be fewer than the number of days required by North Carolina law.

If the provisions above are blank, the number of days notice required by North Carolina law will apply.

In the event of cancellation or nonrenewal of the policy, we will mail notice to the named insured, and to the additional person(s) or organization(s) named in the Schedule below, as required by North Carolina law:

SCHEDULE

All certificate holder(s) with mailing addresses on file with the agent of record or the company who were issued a certificate of insurance applicable to this policy's term.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 37 WBC AU2VR2

Endorsement Number: 2

Effective Date: 11/09/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Pitt Technology Group LLC
1900 N LE COMPTE AVE
SPRINGFIELD MO 65802

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY ELECTRONIC SIGNATURE PAGE:

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMO 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify Program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law. All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF SPRINGFIELD, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)

County of GREENE)

) ss.

State of MISSOURI)

My name is Ellen L. Pollrasz. I am an authorized agent of Pitt Technology Group, LLC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.

Ellen L. Pollrasz
Affiant

Ellen L. Pollrasz
Printed Name

Subscribed and sworn to before me this 5th day of August, 2024.

R. L. Bailey
Notary Public

R. L. BAILEY
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 16, 2025
Commission #12626387

SEAL

Company ID Number: 1382287

Approved by:

Employer Pitt Technology Group, LLC	
Name (Please Type or Print) Ellen Pollreisz	Title
Signature Electronically Signed	Date 02/19/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/19/2019

CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

Zero conflicts to declare:

1. ☒ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ☒ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.


Potential conflicts to declare:

3. ☐ A City Council member, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.
4. ☐ A City employee, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.
5. ☐ A City board/commission member, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.



By: Kevin Waterhead

Title: GM

Company: Pitt TECHNOLOGY Group

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.











2020-0359-01 Pitt Technology Group, LLC 51902

Final Audit Report

2024-08-23

Created:	2024-08-23
By:	Taylor Parker (taylor.parker@springfieldmo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwN-csmCe59y3lo5Uwu9LfQIVKiN2dbcs

"2020-0359-01 Pitt Technology Group, LLC 51902" History

-  Document created by Taylor Parker (taylor.parker@springfieldmo.gov)
2024-08-23 - 2:17:03 PM GMT- IP address: 107.207.247.134
-  Document emailed to David Holtmann (dholtman@springfieldmo.gov) for signature
2024-08-23 - 2:20:30 PM GMT
-  Email viewed by David Holtmann (dholtman@springfieldmo.gov)
2024-08-23 - 3:08:30 PM GMT- IP address: 104.47.64.254
-  Document e-signed by David Holtmann (dholtman@springfieldmo.gov)
Signature Date: 2024-08-23 - 3:08:38 PM GMT - Time Source: server- IP address: 76.77.132.2
-  Document emailed to Kyle Tolbert (kyle.tolbert@springfieldmo.gov) for signature
2024-08-23 - 3:08:40 PM GMT
-  Email viewed by Kyle Tolbert (kyle.tolbert@springfieldmo.gov)
2024-08-23 - 3:42:54 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Kyle Tolbert (kyle.tolbert@springfieldmo.gov)
Signature Date: 2024-08-23 - 3:43:06 PM GMT - Time Source: server- IP address: 107.77.198.129
-  Document emailed to Ben Calia (bcalia@springfieldmo.gov) for signature
2024-08-23 - 3:43:09 PM GMT
-  Email viewed by Ben Calia (bcalia@springfieldmo.gov)
2024-08-23 - 5:03:51 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Ben Calia (bcalia@springfieldmo.gov)
Signature Date: 2024-08-23 - 5:03:59 PM GMT - Time Source: server- IP address: 172.59.227.150



✔ Agreement completed.

2024-08-23 - 5:03:59 PM GMT



Adobe Acrobat Sign



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417) 582-4300

Contract Agreement

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of June 20, 2025, by and between the County of Christian ("County") and Pitt Technology Group, LLC. ("Contractor").

PART I – FUNDAMENTAL TERMS

- A. **Location of Project:** The Christian County buildings to be served are in, but not limited to: Ozark, Nixa, and Sparta, Missouri.
- B. **Description of Services/Goods to be Provided:** Provide **Communication System Service & Cabling #074-2020 IFB** in accordance with the scope of City of Springfield, Missouri contract #2020-0359-01.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on **June 20, 2025** ("Commencement Date") and shall continue until **June 19, 2026**, with the option to renew for two additional one-year periods OR through the completion of the project.
- D. **Party Representatives:**
 - D.1. The County designates the following person to act on County's behalf: **Bill Rawlings, IT Manager**. The Contractor designates the following person to act on Contractor's behalf: See the contact name identified and signed on page one of this document.
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on the Scope of Services, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time

consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.
- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better

rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Christian County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Christian County and said insurance shall be not less than \$500,000.00 per person and \$3,500,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Sovereign Immunity Limits | Missouri Department of Commerce & Insurance (mo.gov)
- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation Insurance for Vendor's employee's coverage that shall meet **Missouri Statutory** limits or \$1,000,00, for each accident, whichever is greater. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,500,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in the Special Provisions.
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign,

governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES

- 3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.
- 3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.
- 3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::
 - a. **Civil Rights Statutes:** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".
 - b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
 - c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.
 - d. **Information and Reports:** The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
 - e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - (i) Withholding of payments under this Agreement until the Contractor complies; and/or
 - (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment,

unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.Christiancountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.
- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.
- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.
- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason

of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Christian County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach

by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

- 3.17. **Conflicts of Interest.** No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.18. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. SECTION FOUR - MISCELLANEOUS PROVISIONS

- 4.1. **Records and Reports.** Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.
- 4.2. **Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Christian County
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. **Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. **Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. **Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

- 4.6. **Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: _____ By: _____

Lynn Morris, Presiding Commissioner

Date: _____

 CONTRACTOR

Kevin Waterland, Pitt Technology Group, LLC

Date: 6-25-25

By: _____
Johnny Williams, Western Commissioner

Date: _____

By: _____
Bradley A. Jackson, Eastern Commissioner

Date: _____

AUDITOR CERTIFICATION

ATTEST BY: _____
Paula Brumfield, Christian County Clerk

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Approved as to form:

By:  _____
N. Austin Fax, Christian County Counselor

Amy Dent, Christian County Auditor

Date

CONTRACT

2020-0359

	Routing Order	Date	Initials
Director of Finance	DAVID HOLTMANN	05/13/2020	DH
Contract Administrator	BUFFEE SMITH	05/12/2020	BMS
Assistant City Attorney	THOMAS E. RYKOWSKI	05/13/2020	TR
Purchasing Agent	BEN CALIA	05/13/2020	BC

City Clerk ANITA COTTER

☒ New Contract ☐ Contract Renewal ☐ Auto Renew ☐ Addendum ☐ Change Order ☐ Void

Type Of Contract: SERVICES - MISC.

Contractor: LOVO INTEGRATIONS LLC

Originating Dept: FINANCE

Contact Person: MARGARET JUAREZ

Effective Date: 07/01/2020

Termination Date: 06/30/2021 Owned:

Amount: \$.00 Requisition: PO:

Additional Amt: \$.00

Notes: OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR
CONTRACT PERIODS

Description: COMMUNICATIONS SYSTEM SERVICE & CABLING #074-2020 IFB

Council Bill:

Ordinance No.

Dated by: Morgan Blankenship
Morgan Blankenship (May 13, 2020)

Rtd to Clerk 5/13/20



BID #074-2020
CONTRACT #2020-0359

City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417-864-1620
Fax 417-864-1927

CONTRACTOR
LoVo Integrations, LLC
Attn: Kevin Waterland
1900 N. Le Compte Rd Bldg #15
Springfield, MO 65802
Ph. 417-831-7077
Fax 417-831-4697

THIS CONTRACT, made and entered into this 13th day of May 2020 by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and LoVo Integrations, LLC hereinafter referred to as the "Contractor". The effective date of this contract is the date of execution of the last party signing.

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Contractor to provide COMMUNICATIONS SYSTEM SERVICES & CABLING hereafter described in Invitation for Bid #074-2020 which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor submitted a bid and said bid is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Contractor is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Springfield, Missouri, acting through its Purchasing Agent does hereby accept, with modifications, if any, the Bid of Contractor.
2. That a copy of the Contractor's signed Bid is attached. The Contractor's Bid and the City's Invitation for Bid #074-2020 and Contract Documents becomes the contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and that the compensation to be paid the Contractor, is as set forth in the Contractor's Bid. In the event of a conflict between the Contractor's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Goods or Services shall only be provided after receipt of a written request or order from the City.
4. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be an original, enforceable contract.
5. The term of this Contract shall be for a one (1) year period from 07/01/2020 through 06/30/2021. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the Contractor. All pricing identified on the pricing page shall be in effect for the stated contractual period.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

David C Holtmann
David C Holtmann (May 13, 2020)

David Holtmann, Director of Finance
or
Acting Director of Finance

May 13, 2020

Date

APPROVED AS TO FORM

CE Aykush

City Attorney or Assistant City Attorney

May 13, 2020

Date

CONTRACTOR

By: [Signature]

Company Authorized Signature

Date: May 1, 2020

Name: Kevin Waterland

Print

Title: Co-Owner / Gen. Manager

CITY OF SPRINGFIELD, MISSOURI
Division of Purchases

By: Ben Calia

May 13, 2020

Ben Calia, CPPB, City Purchasing Agent
Or Acting Purchasing Agent

Date



April 8, 2020

LoVo Integrations, LLC
Attn: Kevin Waterland
1900 N LeCompte Rd Bldg #15
Springfield, MO 65802

Phone: 417-831-7077
Fax: 417-831-4697
Email: kwaterland@pitttechnology.com

Subject: Notice of Recommendation for Award, Invitation for Bid (IFB) #074-2020 for Communications System Service & Cabling

Dear Mr. Waterland,

You are hereby notified that your Bid dated March 16, 2020, in response to the above referenced Invitation for Bid, has been recommended for award.

Your organization shall execute and return the following contract documents within ten (10) business days from the date stated above; this date shall be: APRIL 22, 2020.

- A. One (1) signed and dated originals of the Contract (attached). **ONLY DATE SIGNATURE AREA (PAGE 2) OF CONTRACT DOCUMENT-CITY WILL INSERT ALL OTHER DATES.**
- B. Certificates of Insurance with endorsements in the amounts specified in the above stated IFB.
- C. E-Verify Affidavit and E-Verify Electronic Signature page as required by the IFB.

This is not a notice to proceed. The City is not obligated for the expenditure of any funds whatsoever unless and until a notice to proceed is issued by City Purchase Order or other written City document.

Your organization is required to comply with these conditions within the time specified. If requirements are not met, the City may consider your bid/proposal abandoned, annul this Notice of Recommendation for Award and declare your contract forfeited.

If you have any questions, please contact the Buyer, Margaret Juarez, at 417-864-1621; mjuarez@springfieldmo.gov.

Sincerely,
CITY OF SPRINGFIELD, MISSOURI

A handwritten signature in blue ink that reads 'Ben Calia'.

Ben Calia, CPPB
City Purchasing Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker Phillips Jackson, Inc PO Box 4207 Springfield MO 65808-4207	CONTACT NAME: Shauna Ostendorf PHONE (A/C, No, Ext): (417) 887-3550 E-MAIL ADDRESS: sostendorf@bpj.com FAX (A/C, No): (417) 887-3252
INSURED Pitt Technology Group LLC; LoVo Integrations LLC; Nexio Technologies LLC; SyndeoSolutions LLC 1900 LeCompte Rd, Ste 15 Springfield MO 65802	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: The Travelers Indemnity Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1911131476 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PHPK2057876	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		PHPK2057876	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB699569	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB009K91527A	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Springfield is an additional insured for General Liability & Umbrella when required by written contract. Waiver of Subrogation applies where allowed by law. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Springfield PO Box 8368 Springfield MO 65801
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 11/01/2018

Name of Person or Organization (Additional Insured):

Any person or organization required by contract

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;
 2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;
 4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or
 5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.
- B.** The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".
- C.** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- D.** There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property
- E.** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- F.** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- G.** A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

- H. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any "insured," or to procure insurance

- I. The following additional exclusions apply:

The insurance afforded to any person or organization as an "insured" under this endorsement does not apply to "loss":

1. Which occurs prior to the date your contract is effective with such person or organization;
2. Arising out of the sole negligence of any person or organization that would not be an "insured" except for this endorsement; or
3. Which occurs after you returned the leased or rented "auto" to the lessor or the policy period ends, whichever occurs first.

13.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST:

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ☒ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ☒ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ☐ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ☐ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ☐ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

LoVo Integrations, LLC

By: 

Kevin W Waterland

Title: Co-Owner and General Manager

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMO 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify Program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law. All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF SPRINGFIELD, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)

State of Missouri)

) ss.

My name is Ellen L. Polreis I am an authorized agent of LOVO INTEGRATIONS, LLC ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.

Ellen L. Polreis
Affiant

ELLEN L. POLREISZ
Printed Name

Subscribed and sworn to before me this 1st day of May, 2020

Melissa Smith
Notary Public

MELISSA SMITH
Notary Public, Notary Seal
State of Missouri
Greene County

Commission # 17740507
My Commission Expires 11-15-2021

SEAL



Company ID Number: 1382287

Approved by:

Employer Pitt Technology Group, LLC	
Name (Please Type or Print) Ellen L. Polreis	Title
Signature Electronically Signed	Date 02/19/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/19/2019



Company ID Number: 1382287

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Pitt Technology Group, LLC
Company Facility Address	1900 N. Le Compte Road Suite 15 Springfield, MO 65802
Company Alternate Address	
County or Parish	GREENE
Employer Identification Number	822845439
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 1382287

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kevin W Waterland
Phone Number (417) 831 - 7077 ext. 1028
Fax Number (417) 831 - 4697
Email Address kwaterland@pitttechnology.com

Name Melissa J Smith
Phone Number (417) 831 - 7077 ext. 1023
Fax Number (417) 831 - 4697
Email Address msmith@pitttechnology.com

Name Ellen L Pollreisz
Phone Number (417) 831 - 7077 ext. 1020
Fax Number (417) 831 - 4697
Email Address epollreisz@pitttechnology.com



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID (IFB) #074-2020**

FOR:

COMMUNICATIONS SYSTEM SERVICES & CABLING

RETURN TO:

Margaret Juarez, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: **March 02, 2020**
Buyer's Email: mjuarez@springfieldmo.gov
Telephone Number: 417-864-1621
Fax Number: 417-864-1927
DUE DATE: MARCH 16, 2020

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M., CST., ON MONDAY, MARCH 16, 2020. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and may be manually, electronically or digitally signed by the individual authorized to legally bind the company. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.**
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time shall not be considered.
- The attached Terms and Conditions shall become part of any contract resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

The undersigned certifies that they have the authority to bind the Bidder in a contract to supply the service or commodity in accordance with all terms and conditions contained herein. Please type or print the information below.

Bidder is REQUIRED to complete, sign and return this form with their submittal.

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

<p>Company Name _____</p> <p>Address _____</p> <p>City/State/Zip _____</p> <p>Telephone # _____ Fax # _____</p>	<p>Authorized Person (Print) _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Date _____ Tax ID # _____</p> <p>State of Missouri Charter Number or Exemption Number _____</p>
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TABLE OF CONTENTS:

Cover Title-Signature Page	Page 1
Table of Contents	Page 2
Legal Notice	Page 3
Scope	Page 4
Instructions to Bidders	Page 4
Specific Requirements of Bid	Page 13
Specifications	Page 18
Pricing	Page 21
Sample Contract	Page 22
Standard Terms and Conditions	Page 24
Insurance Requirements	Page 34
Sample Performance Bond	Page 35
Sample Payment Bond for Labor and Materials	Page 36
Affidavits for Federal Work Authorization Program	Page 37
List of References and Experience	Page 40
Affidavit of Compliance	Page 41
Certification Regarding Potential Conflicts of Interest	Page 42
Bidder Statement of Qualifications	Page 43
Statement of "No Bid"	Page 44
Prevailing Wage AWO 26 (for projects exceeding \$75,000.00)	Attachment

LEGAL NOTICE:**INVITATION FOR BID #074-2020**

The City of Springfield will accept physically delivered sealed bids from qualified persons or firms for goods/services. Bids must be physically received in the Division of Purchases by 3:00 P.M., CST., on March 16, 2020. Bids will be read aloud publicly in the Division of Purchases Conference Room located at 218 E. Central, Springfield, MO 65802, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing City's Bid Postings webpage at: <https://www.springfieldmo.gov/bids.aspx> or by contacting the Buyer listed on page 1.

If a project exceeds \$75,000.00, wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor. If a project is less than \$75,000.00, Prevailing Wage Rates will not apply.

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All bids should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

SCOPE: The City of Springfield is seeking qualified firms or persons to provide labor services and materials (as necessary) to install and maintain network, AV, telephone and alarm wiring, and television cabling in all City owned locations. A contract will be issued in the form of an annual contract with four (4) one-year renewal options.

1.0 INSTRUCTIONS TO BIDDERS

1.1 OPENING LOCATION: Bids submitted in response to this Invitation for Bid (IFB) will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All Bidders or their representatives are invited to attend the opening of the IFB.

1.2 PREPARATION OF BIDS:

- 1.2.1** Bidders are expected and required to examine and understand any drawings, specifications, schedules, and all instructions related to this IFB. Failure to do so will be at the Bidder's risk.
- 1.2.2** Each Bidder shall furnish the information required by the IFB. The Bidder shall sign the IFB. Erasures or other changes must be initialed by the person signing the offer.
- 1.2.3** Unit Price for each unit Bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item Bid. In case of discrepancy between a Unit Price and Extended Price, the Unit Price will be presumed to be correct.
- 1.2.4** Alternate Bids for supplies or services, other than those specified, shall not be considered unless authorized by the IFB. Bidders shall submit complete specifications on all Alternate Bids, unless otherwise provided in this IFB.
- 1.2.5** Alternate Bids without complete specifications may be rejected. Alternate Bids and exceptions may be rejected.
- 1.2.6** Alternate Bids and exceptions to Bid clauses must be clearly noted on the Affidavit of Compliance Form.
- 1.2.7** Unless otherwise provided in the IFB, Bidders shall state a definite time for delivery of supplies or services after receipt of order.
- 1.2.8** Time, if stated as a number of days, shall include Saturdays, Sundays, and holidays.
- 1.2.9** If the item has a trade name, brand or catalog number, all such information shall be stated in the Bid.
- 1.2.10** Prices quoted are to be firm, final and shall include shipping F.O.B. Destination whereby all transportation charges shall be paid by Contractor, unless requested as a single line item.

1.3 SUBMISSION OF BIDS:

- 1.3.1** Any Bids received after the time and date provided in this IFB shall not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to the Division of Purchases on or before the stated due date and time.

- 1.3.2** If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Division of Purchases. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the Bidder's request and expense.
- 1.3.3** Bids may be mailed to the Division of Purchases and accepted if the signed Bid Form and any other required information is mailed and received prior to the due date and time.
- 1.3.4** E-mailed or faxed Bids shall not be considered.
- 1.3.5** Submission of a Bid constitutes an assignment by Bidder of all anti-trust claims that Bidder may have under the Federal and State laws resulting from this Contract.
- 1.3.6** In submitting bids, Bidder agrees that the City of Springfield shall have ninety (90) calendar days in which to accept or reject any of the bids submitted unless otherwise specified.
- 1.3.7** Bidders shall submit all required and identified Bid documents to be considered responsive.

- 1.4 SEALED AND MARKED:** If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
 Division of Purchases
 218 E. Central
 Springfield, MO 65802

- 1.5 LEGAL NAME AND SIGNATURE:** Bids shall clearly indicate the legal name, physical address, e-mail address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual). Respondents legal entity name must be identified the **SAME** on their submitted W9 and Certificate of Insurance (COI). Bids may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Bid. Failure to properly sign the Bid Form shall invalidate same and it shall not be considered for award.
- 1.6 CORRECTIONS:** Corrections, erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of their authority to sign on behalf of Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.

1.7 CLARIFICATION AND ADDENDA:

- 1.7.1** Each Bidder shall examine all IFB documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions concerning interpretation, clarification, or additional information pertaining to the IFB shall be made through the Division of Purchases in writing. No oral interpretations shall be made to any Bidder by the City. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information shall be given. Receipt of an addendum to an IFB by a Bidder must be acknowledged by signing and submitting the addendum to the Division of Purchases. Such acknowledgement must be received prior to the hour and date specified for receipt of Bids or submitted with the Bid and received prior to opening time and date.
- 1.7.2** It shall be the responsibility of each Bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid. The Division of Purchases website is located at: <http://www.springfieldmo.gov/bids.aspx>.

- 1.8 IFB EXPENSES:** All expenses for making Bids to the City are to be borne solely by the Bidder.
- 1.9 IRREVOCABLE OFFER:** No Bid shall be withdrawn after the date and time set for opening Bids. All Bids shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) calendar days until one or more of the Bids have been duly accepted by the City.
- 1.10 RESPONSIVE AND RESPONSIBLE BIDDER:** To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in this IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.
- 1.11 QUALIFICATIONS OF BIDDERS:** Each Bidder shall submit a Statement of Bidder's Qualifications with their Bid Form. The City shall have the right to take such actions as it deems necessary to determine the ability of the Bidder to perform the work contemplated by this IFB. Bidders shall furnish to the City such additional information and data as may be requested and shall cooperate with the City in all respects. The City reserves the right to reject any bid where an investigation or consideration does not satisfy the City that the Bidder is qualified to carry out properly the terms of the contract documents.
- 1.12 THE RIGHT TO AUDIT:** The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.
- 1.13 APPLICABLE LAW:** All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri including the City's Procurement Regulations and Procedures shall apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.
- 1.14 RIGHT TO PROTEST:**
- 1.14.1** Appeals and remedies are provided for in the City Purchasing Manual. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
 - 1.14.2** Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
- 1.15 JURISDICTION:** This IFB and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- 1.16 ETHICAL STANDARDS:** With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such Bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and may be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

1.17 COLLUSION: By offering a submission to this Invitation for Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or parties to this IFB whatsoever. Also, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- 1.17.1** Any prices or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
- 1.17.2** Any prices and/or cost data for this Bid have not knowingly been disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
- 1.17.3** No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid.
- 1.17.4** The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- 1.17.5** No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

1.18 IFB FORMS AND EXCEPTIONS: Bids must be submitted on attached City IFB Forms, however additional information may be attached by the Bidder. Bidders must indicate any exceptions to the City's requested specifications or terms and conditions, on the IFB Affidavit of Compliance. **Taking exception to the specifications or terms and conditions MAY render a Bidder's Bid non-responsive and may remove it from consideration for award.** All exceptions will be reviewed on a case by case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted Bidders shall fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your Bid is accepted or may render your Bid non-responsive.

1.19 BID FORM: All blank spaces must be completed and filled with the appropriate response. The Bidder shall state the price for what is proposed by Bidder to complete each item of the project. Bidders shall insert the words "No Bid" in the space provided for an item for which no Bid is made. The Bidder shall submit an executed Bid Form, Affidavit of Compliance, and any other requested or required documents.

1.20 MODIFICATIONS OR WITHDRAWAL OF BID:

- 1.20.1** A Bid may only be withdrawn by one of the following methods prior to the official opening date and time specified:
 - A.** A Bid may be withdrawn by signed, written notice.
 - B.** A Bid may also be withdrawn in person by the Bidder or its authorized representative, who provides proper identification.
 - C.** A Bid may be withdrawn via e-mail to the buyer identified on page one of this document, by the Bidder or its authorized representative.
- 1.20.2** A Bid may only be modified by one of the following methods prior to the official opening date and time specified:

- A. A Bid may be modified by signed, written notice provided in a sealed envelope with the Bid number, description and the word "Modification" identified on the envelope.
- B. A Bid modification may also be submitted in person by the Bidder or its authorized representative, who provides proper identification and provides written notice in a sealed envelope with the Bid number, description and the word "Modification" identified on the envelope.

1.20.3 All modifications shall not be opened until the official opening date and time to preserve the integrity of the Bid process. Telephone, telegraphic or electronic requests to modify a Bid/Solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bids' specified official opening date and time.

1.21 NO BID: If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

1.22 ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this Bid before submitting their Bids; failure to do so will be at the Bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

1.23 PRICES BID: Give both unit price and extended total. Price shall be stated in units of quantity specified in the Bidding Specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. Destination, whereby all transportation charges shall be paid by Contractor unless requested as a single line item identified in this IFB. Each item must be Bid separately, and no attempt is to be made to tie any item or items in with any other item or items.

1.24 PAYMENT TERMS: Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable and shall not be considered. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

1.25 INVOICES: An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or contract number and shall contain full descriptive information of item(s) or service(s) furnished. All invoices must be received within one year after goods or services have been provided or invoices will be considered delinquent. The City of Springfield reserves the right to refuse payment of delinquent invoices unless prior arrangements have been made.

1.26 DISCOUNTS: Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

1.27 DESCRIPTIVE INFORMATION: All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

1.28 DEVIATIONS TO SPECIFICATIONS AND REQUIREMENTS: When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications

as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

1.29 SAMPLES (IF REQUIRED): For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- 1.29.1** The samples submitted by Bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- 1.29.2** Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for samples not removed by the Bidder within thirty (30) calendar days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- 1.29.3** Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Bidder.
- 1.29.4** All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the Bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the Bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

1.30 QUALITY GUARANTY: If any product delivered does not meet applicable specifications or if the product will not produce the effect that the Bidder represents to the City, the Bidder shall pick up the product from the City at no expense to the City. Also, the Bidder shall refund to the City any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the Bidder defaults and court action is required.

1.31 QUALITY TERMS: The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

1.32 TAX-EXEMPT: The City of Springfield, Missouri is exempt from payment of the Missouri Sales Tax, Missouri Tax ID Number 12493651 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.

1.33 BASIS OF AWARD:

- 1.33.1** Only firm Bids shall be considered.
- 1.33.2** Bidders may be requested to submit financial statements subsequent to the Bid opening. Such statements shall be submitted to City within three (3) calendar days after being so requested.
- 1.33.3** The award of the Contract, if it is awarded, shall be awarded to the lowest responsible and responsive Bidder(s) whose qualifications indicate that awarding the Contract to said bidder(s) is in the best interest of the City and whose Bid complies with all prescribed requirements.
- 1.33.4** The City reserves the right to: (1) make awards to multiple bidders, by item, group of items, all or none, or a combination thereof; (2) to reject any and all Bids or waive any minor irregularity or technicality in any Bids received; and (3) to disregard all non-conforming or conditional Bids or counter-proposals.

1.33.5 In the event two or more Bids to supply a commodity are equal in all evaluation criteria, including cost, such Bids shall be awarded first to the Bidder with offices within Springfield city limits, next to Bidders within Greene County, next to Bidders located in the adjacent counties, then next to other Missouri Bidders. If a tie Bid situation still exists after the application of these criteria, then the Bid shall be awarded by drawing lots or a flip of a coin.

1.33.6 Award may also be based on other evaluation criteria stipulated in the Invitation for Bid.

1.34 EVALUATION OF BIDS:

1.34.1 When evaluating submitted bids, the City may review, without limitation, the following: (1) the prior work experience of the bidder; (2) financial statements; (3) the qualifications of submitted sub-contractors, suppliers, and manufacturers to be used in the work; (4) data on the materials and equipment to be incorporated or used in the work; and (5) any other evaluation criteria which may be stipulated in the IFB. Time of completion of the work or delivery may also be considered factor in awarding the Contract.

1.34.2 "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or any other applicable information, such reference is intended merely to establish a standard. Therefore, any material, article, or equipment of other manufacturers and vendors which will reasonably perform adequately the duties imposed by the general design will be considered equally acceptable by the City provided the material, article, or equipment so proposed, is, in the exclusive opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City.

1.34.3 Whenever the name of a manufacturer is mentioned in the IFB and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the designation "no substitutes" appears in the IFB. The City shall determine that items Bid are equal, or it may request samples and proof thereof to determine if said items are equal unless approved before shipment. City reserves the right to return at Bidder's expense all items that are not acceptable as equals, said items to be replaced by Bidder with satisfactory items at the original awarded price.

1.34.4 Bid submittals may also be evaluated on other criteria as stipulated in the IFB.

1.34.5 If stipulated as a Bid requirement, Bids will only be considered if they are submitted along with an Experience Statement which shall list projects and show satisfactory completion of work of comparable type and size to the work contemplated by these Contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid. Similar Experience Statements shall be included for any sub-contractors named in the Bid response.

1.34.6 The City reserves the right to consider cooperative contracts, federal, state, municipal, and other governmental entities, during the evaluation process. The City may utilize a cooperative contract in lieu of making an award.

1.35 NOTICE OF RECOMMENDATION FOR AWARD (NORA): After considering the basis of award and evaluation of Bids the, City will, within ninety (90) calendar days after the date of opening Bids, notify the successful Bidder that they have been recommended for award. The recommended Bidder shall have ten (10) days to submit any requested documents and to be in full compliance with the Bid requirements as identified in the NORA.

1.36 AUTHORIZED PRODUCT REPRESENTATION: The successful Bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the Bidder(s) is legally authorized to submit and the successful Bidder(s) will be legally bound to perform according to the documents.

1.37 REGULATIONS: It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

- 1.38 TERMINATION OF AWARD:** Any failure of the Bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.
- 1.39 ROYALTIES AND PATENTS:** The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.
- 1.40 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that the City affirmatively ensure that in any contract entered into pursuant to this solicitation that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
- 1.40.1** The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed **AFFIDAVIT OF COMPLIANCE**.
- 1.41 BID TABULATION:** Bidders may request a copy of the Unofficial Bid Tabulation of the Invitation for Bid.
- 1.42 BUDGETARY CONSTRAINTS:** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire contract without any obligations or penalty based upon availability of funds.
- 1.43 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES:** The Bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.
- 1.44 ORDER OF PRECEDENCE:** Any and all Terms and Conditions and Specifications attached hereto, which varies from the Instruction to Bidders, shall take precedence.
- 1.45 AFFIDAVIT FOR SERVICE CONTRACTS:** The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
- 1.46 INSPECTION AND ACCEPTANCE:** All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without City's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
- 1.47 CONTRACT DOCUMENTS:** If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Contractor shall consist of: (1) applicable contract document, (2) the Invitation for Bid, and any addenda thereto and, (3) the Bidder's Bid, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid, and addenda thereto shall govern over the Bidder's Bid and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Bidder, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid, or the Bidder's Bid. The Bidder is cautioned that the Bid shall be subject

to acceptance without further clarification. Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

- 1.47.1** Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

1.48 LOCAL VENDOR PREFERENCE:

- 1.48.1** Commodities (when applicable) - A commodity shall be defined as a non-specialized, non-customized mass produced good. In the event two or more Bids to supply a commodity are equal in all evaluation criteria, including cost, such Bids shall be awarded first to the Bidder with offices within Springfield city limits, next to Bidders within Greene County, next to Bidders located in the adjacent counties, then next to other Missouri Bidders. If a tie Bid situation still exists after the application of these criteria, then the Bid shall be awarded by drawing lots or a flip of a coin. The City may also, unless the terms, conditions and specifications of the solicitation state to the contrary, elect to divide the contract award between two or more Bidders, if it deems such action to be in its best interests, in the exercise of its sole discretion.
- 1.48.2** Non-commodities (when applicable) - For procurements of non-commodities the City should take into account factors such as impact on the local economy, time of delivery, maintenance, other pertinent costs, and recommend firms with offices in the Springfield Metropolitan Statistical Area (SMSA) when their Bids are substantially equal in cost, specifications, conditions and Bidders qualifications. A Bid shall be substantially equal in cost if the differential for total cost is two percent (2%) or less.

1.49 PROPRIETARY INFORMATION: In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Bidders should be aware that Invitation for Bids and the responses thereto become open public records once a fully executed contract is in place. Bidders are requested to identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- 1.49.1** Failure of Bidders to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Bidders should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary". Identification of claimed confidential or proprietary information does not guarantee that such information may not be disclosed pursuant to applicable law.

2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 RENEWAL OPTION:

- 2.1.1 The City reserves the right to renew this contract for four (4) additional one-year renewal terms.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Buyer conducting this solicitation shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 LICENSES AND PERMITS: The successful Bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Springfield, MO, Business License. Before issuance of a contract to the successful Bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Purchasing Division to be kept in the Bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the Bidder. If applicable, it shall be the responsibility of the successful Bidder to obtain a business license. To apply for a business license go to <https://www.springfieldmo.gov/2171/Business-License-Applications>. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Springfield city limits and is only delivering products or equipment.

2.3 INSURANCE: The Bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract.

2.4 COMPLIANCE: The following items shall be provided by Bidder to the City of Springfield Division of Purchases. To be considered complete and responsive, Bidder must submit all Pages identified with "RETURN THIS PAGE" of this IFB document as well as the specified number of copies. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.**

2.4.1 To be provided with Bid submittal:

- Section 4.0-Pricing Page
- Section 11.0-List of References and Experience
- Section 12.0-Affidavit of Compliance Form
- Section 13.0-Certification Regarding Potential Conflicts of Interest
- Section 14.0-Bidder Statement of Qualifications
- Executed Addendum(s) (If Applicable)

2.4.2 To be provided prior to the issuance of a contract:

- Proof of Business License
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent's W-9.
- Work Authorization Affidavit
- E-Verify Signature Page
- W-9 (new vendor only). NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded

respondent's Certificate of Insurance (COI).

2.5 CONFLICT: By submission of its response, the bidder certifies that they are in compliance with items 2.5.1 through 2.6.4.

- 2.5.1** 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 applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

NOTE: COMPLETION AND SUBMITTAL OF ITEM 11.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.

2.6 DEBARMENT AND SUSPENSION STATUS:

- 2.6.1** Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Bidder an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.6.2** Bidder has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.6.3** Bidder is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.6.4** Bidder has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

- 2.7 PREVAILING WAGE: is applicable on public works construction projects valued at more than \$75,000.00, such as bridges, roads, and government buildings.** Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri, section 290.210 RSMo. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair or Major Repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."

2.7.1 What is the difference between major repair and maintenance?

"Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project **is not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.

Sections 2.10-2.12 are in accordance with RSMo 32.057.1

2.8 RETAINAGE: For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. If retainage is released and there are any remaining minor items to be completed an amount equal to one hundred and fifty percent of the value of each item as determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.

2.9 VALUE OF REMAINING WORK: If the City or its duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).

2.10 INVOICE-PAYMENT REQUIREMENTS: Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Springfield, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

2.11 WORK ORDER COST ESTIMATES:

2.11.1 Unless identified as an item under section 4.0 PRICING; all work to be provided shall require the provision of a Work Order Cost Estimate (see section 2.11.4). The City reserves the right to bid any project over the City's informal bid threshold amount of \$5,000.00 and is determined to be in the best interest of the City.

2.11.2 Contractor will be contacted for services as required by the applicable City Department Supervisor or designee. Contractor shall not perform work for any department without prior approval by applicable City Department Supervisor or their designee (see Section 2.12.4).

2.11.3 Hourly charges are to begin when service technician arrives at job site or reports to the applicable City Department Supervisor or their designee, whichever is requested by the City. The Contractor shall NOT commence any work until he has notified the proper City personnel of his arrival. Contractor will not be allowed travel time. Please build into your quoted hourly rate the amount you feel necessary to cover travel time. The City shall not be responsible for payment to Contractor

for any briefings or meetings held between the City and the Contractor, as these meetings are to the mutual benefit of both parties.

- 2.11.4** Prior to commencing any work, the Contractor shall provide a Work Order Cost Estimate to the applicable City Department Supervisor or their designee. The estimate shall clearly state the number of hours and manpower that will be used for the project. If for some reason extra hours are needed, the hours shall be approved in advance by the Department Supervisor or designee. The estimate shall be reviewed and approved by the Department Supervisor or designee prior to the commencement of any work.
- 2.11.5** The Contractor shall coordinate the time and date of the service call with applicable City Department Supervisor or their designee and it will be the City's Designees' responsibility to monitor the Contractor's time on site.
- 2.11.6** Prior to departure from the work site, the Contractor shall provide the applicable City Department Supervisor or their designee with a two-part Service Call Receipt for the services rendered which shall include but not limited to the date, start time, finish time, number of crew utilized for the service call. The Contractor Supervisor or designee will sign the receipt and a copy shall be provided to the applicable City Department Supervisor or their designee.
- 2.11.7** The Contractor will provide the City Designee with a signed copy of the Service Call Receipt attached to the invoice which references the Purchase Order issued for Services rendered.
- 2.11.8** All work shall be performed, and all complaints handled with due regard to the City public relations. The Contractor shall utilize competent employees in performing the work. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the Contractor shall each be promptly notified by the other of any complaints received.
- 2.11.9** The Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.
- 2.11.10** Proper safety precautions shall be used at all times and shall remain the Contractor's responsibility. The Contractor shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.

2.12 EVALUATION CRITERIA: Award consideration will be based on:

- 2.12.1 Price:** Lowest and best price for goods and/or service, as specified, will be considered in evaluating this bid.
- 2.12.2 References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references. To be considered for award, bidder shall have been in business for a minimum of five (5) years. See enclosed List of References and Experience Form. To be considered a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.
- 2.12.3 Personnel Qualifications:** Consideration will be given to the experience, performance records, and abilities of all persons performing the work including subcontractors.

SCORING RANGES

	50 Point Item	30 Point Item	20 Point Item
Outstanding	37 – 50	26 – 30	16 – 20
Exceeds Acceptable	25 – 36	15 - 25	10 – 15
Acceptable	13 – 24	6 – 14	5 – 10
Marginal	0 – 12	0 – 5	0 – 4

		Max. Pts	Score
1.	Price: Lowest and best price for goods and/or service, as specified, will be considered in evaluating this bid.	<u>50</u>	_____
2.	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references.	<u>30</u>	_____
3.	Personnel Qualifications: Consideration will be given to the experience, performance records, and abilities of all persons performing the work including subcontractors.	<u>20</u>	_____
		Total (100)	_____

2.13 MISSOURI REGISTRATION: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

2.14 PRICING: All pricing shall remain firm and fixed for the contractual term.

2.15 SUBCONTRACTORS: Subcontractors shall not be utilized without the written consent of the Department utilizing this contract for the occasion.

2.16 CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS: It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor 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.

3.0 SPECIFICATIONS:

3.1 GENERAL: Contractor shall provide all labor, materials, equipment, supplies, taxes, insurance, fuel, permits, and any and all other items necessary to complete the work, as specified herein.

3.2 LOCATION: The associated work relative to the contract shall involve work at various City owned locations throughout Greene County.

3.3 GENERAL DUTIES:

3.3.1 Audio and Visual Services including, if requested, installation, maintenance, and updates.

3.3.2 Analog and digital (voice, data, LAN, audio, video, alarm and fire station alerting) multiplexing, switching, amplification and transport installation and maintenance.

3.3.3 Facilities wiring installation and maintenance to support voice, data, LAN, audio, video, alarm and fire station alerting services utilizing metallic, optical (single-mode / multi-mode) and coaxial type conductors.

3.3.4 Moves, adds and changes involving voice, data, LAN, audio, video, alarm and fire station alerting services as required by the City of Springfield.

3.3.5 Other related duties as specified by the City of Springfield Information Systems Department.

3.4 RESPONSE TIME: A maximum response time of two (2) hours, if requested by the City of Springfield.

3.5 WORK SCHEDULE: Standard work hours shall be performed between 8:00 AM to 5:00 PM, Monday through Friday. Weekend and evening rates will apply for work performed outside of standard work hours and must have prior written approval from City of Springfield authorized personnel.

The City observes 9 scheduled holidays a year. The holiday schedule is as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

3.6 WARRANTY: A one-year **contractor warranty** on all workmanship and materials.

3.7 CONTRACTOR'S PERSONNEL:

3.7.1 Contractor's personnel are expected to conduct themselves in a courteous, safe, and responsible manner. This includes refraining from any behavior or actions while on City property that may be deemed offensive or unsafe by the City and complying with all related policies and procedures.

3.7.2 Contractor's personnel shall wear distinctive uniforms or identification information that readily identifies the employee by name.

3.8 BACKGROUND CHECK: The Contractors employees including supervisors, technicians and support staff utilized by the City of Springfield must pass the Springfield Police Department background check prior to being allowed to work at and City facilities.

3.9 AUTHORIZATION/INVESTIGATION: Due to the secure nature of our Police Department Special Investigations Section location, there is only one Contractor Technician authorized to go to this site and know its location. The Contractor must submit the

names of Technicians willing to undergo a detailed security background check by the Springfield Police Department-Special Investigations Section. All costs associated with this investigation will be covered by the City.

3.10 CITY OF SPRINGFIELD SECURITY REQUIREMENTS: SPRINGFIELD-BRANSON NATIONAL AIRPORT

- 3.10.1** Contractor shall adhere to all Federal and State regulations and ordinances and the Airport Security Plan as amended from time to time. Contractor shall obtain at their own expense an Airport Identification Badge for any and all assigned personnel responsible for painting services.
- 3.10.2** For work performed at the Springfield-Branson National Airport, Airport Security will allow one person (Lead Painter) to be badged. This person must obtain an Airport Identification Badge prior to work being performed. The Contractor should submit the application at least four (4) days before the project begins to allow the Transportation Security Administration time to conduct a background check and approve/disapprove the applicant.
- 3.10.3 BADGE REQUIREMENTS AND COST:** All Contractors/Subcontractors and their employees are required to possess a properly issued and authorized Airport Identification Badge by the Fingerprinting and Badging Office located in the Springfield-Branson National Airport. Airport Identification Badges are to be worn by all employees at all times and must be prominently displayed on the outer clothing while on Airport property. Anyone arriving to work on Airport property that is not in possession of their Airport Identification Badge will be denied access to Airport property. Airport Identification Badges of all personnel that have been terminated or assigned outside of the Airport shall be collected by the Contractor/Subcontractor and turned into the Fingerprinting and Badging Office immediately following termination or reassignment. Only authorized Contractors/Subcontractors and their employees are allowed on the premises of the Airport. Contractor/Subcontractor employees are not to be accompanied in the work area by acquaintances, family members (including children), assistants, or any other person unless said person is an authorized Contractor/Subcontractor employee. Access to designated restricted areas is forbidden by Contractor/Subcontractor's employees.
- 3.10.4** Applicants for the Airport Identification Badge must pass a criminal history records check and will be required to submit an Airport Criminal History Records Fingerprinting Application along with being fingerprinted, fill out a Security Threat Assessment and pass an online training class before a badge will be issued. The costs associated with the Airport Identification Badge are \$50.00 for fingerprinting and \$30.00 for the badge. Airport Identification Badge fees are non-refundable.
- 3.10.5** Questions regarding the badge requirements and procedures shall be directed to Karen Jones in the Fingerprinting and Badging Office at 417-868-0500, Ext. 82003.
- 3.11 GENERAL REQUIREMENTS:** The technicians utilized by the City of Springfield must at all times have the following at his or her disposal: a vehicle, basic telecommunications technician toolkit and cellular telephone.
- 3.12 REPLACEMENT:** The City of Springfield will require the Contractor to immediately replace employees who, in the City of Springfield's sole opinion, are unsatisfactory for the services described within the bidding document.
- 3.13 OPTION TO BID:** The City of Springfield shall have the option to bid individual jobs estimated to cost \$5,000.00 or more.
- 3.14 HOURLY CHARGES:** Hourly charges to begin when Contractor's employee(s) arrive at a job site and end when Contractor's employee leaves the job site. Any exception must be approved.

3.15 PARTIAL HOURS: Hours worked under this agreement will be rounded to the nearest half hour as shown below:

- 00-14 minutes - rounded down to nearest ½ hour
- 15-29 minutes - rounded up to nearest ½ hour
- 30-44 minutes - rounded down to nearest ½ hour
- 45-59 minutes - rounded up to nearest ½ hour

3.16 PERMITS: The Contractor is required to work with the City in acquiring permits for any low voltage work as per City Ordinance. The Contractor shall work with the City's project manager for the permit submittal. All work must follow City Ordinance requirements and pass permit inspections.**3.17 REVIEW OF RECORDS:** During the term of the purchase order/agreement and for three years thereafter, the City of Springfield shall have the right to review Contractor's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement. Contractor agrees to maintain records that substantiate all charges and to retain records related to this purchase order/agreement for at least three years after final payment.**3.18 REPAIR OF DAMAGES:** It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Springfield's Representative is to be notified and shall inspect the repairs upon completion.**3.19 DOCUMENTATION:****3.19.1** The contractor shall provide the City of Springfield "as built" or "as configured" documentation on wiring, equipment and/or facilities installed.**3.19.2** The contractor must be able to document where working knowledge was attained and references of latest utilization of this knowledge.**3.19.2.1** Paging and audio equipment**3.19.2.2** Alarm equipment and systems**3.19.2.3** Video equipment and systems**3.19.3** The contractor must be able to document the Certifications of the Technicians in the following areas:**3.19.3.1** Paging and audio equipment (specify equipment manufacturer)**3.19.3.2** Alarm equipment and systems (specify equipment manufacturer)**3.19.3.3** Video equipment and systems (specify equipment manufacturer)**3.19.3.4** Hubbell, Inc., Tele/Datacom, enclosures, cable management, wiring products, boxes

4.0 PRICING:

SUBMITTED BY: _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including F.O.B delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted. **All pricing shall remain firm and fixed for the contractual term.**

ITEM	DESCRIPTION	UNIT PRICE (NON-PREVAILING WAGE)	UNIT PRICE (PREVAILING WAGE)
4.1	Service Technician Rates Business hours (Monday through Friday, 8:00 to 17:00)	\$_____/Hour	\$_____/Hour
4.2	Service Technician Rates Non-business hour (Monday through Friday 0:00 to 7:59 and 17:01 to 23:59)	\$_____/Hour	\$_____/Hour
4.3	Service Technician Rates Weekends (0:00 Saturday through 23:59 Sunday)	\$_____/Hour	\$_____/Hour
4.4	Service Technician Rates Legal Holidays (Contractor to provide a list of their recognized legal holidays)	\$_____/Hour	\$_____/Hour
4.5	Services Design Professional Rates Business Hours (8:00 Monday through Friday 17:00)	\$_____/Hour	
4.6	Materials: Percentage of markup on materials with an extended cost less than \$2,000.00	_____/%	
4.7	Materials: Percentage of markup on materials with an extended cost between \$2,000.01 and \$4,999.99	_____/%	
4.8	Materials: Percentage of markup on materials with an extended cost more than \$5,000.00	_____/%	

4.9 Warranty Period for labor and workmanship: _____

4.10 Response Time after receipt of order: _____

4.11 Is the pricing provided above tax exempt per the City of Springfield's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.32? _____Yes _____No

4.12 If you answered "No" to the question posed in section 4.11, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.32? _____Yes _____No

4.13 Accept Visa P-Card: Yes _____ No _____

4.14 Prompt Payment Discount: _____% _____Days, Net _____Days

5.0 SAMPLE CONTRACT:



City of Springfield
 Division of Purchases
 218 E Central
 Springfield, MO 65802
 Ph. 417-864-1620
 Fax 417-864-1927

CONTRACTOR

Company Name: _____
 Attn: _____
 Address: _____

 Ph. _____
 Fax _____

THIS CONTRACT, made and entered into this _____ day of _____ 20____ by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and _____, (type of entity) hereinafter referred to as the "Contractor". The effective date of this contract is the date of execution of the last party signing.

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Contractor to provide COMMUNICATIONS SYSTEM SERVICES & CABLING hereafter described in Invitation for Bid #074-2020 which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor submitted a bid and said bid is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Contractor is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Springfield, Missouri, acting through its Purchasing Agent does hereby accept, with modifications, if any, the Bid of Contractor.
2. That a copy of the Contractor's signed Bid is attached. The Contractor's Bid and the City's Invitation for Bid #074-2020 and Contract Documents becomes the contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and that the compensation to be paid the Contractor, is as set forth in the Contractor's Bid. In the event of a conflict between the Contractor's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Goods or Services shall only be provided after receipt of a written request or order from the City.
4. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be an original, enforceable contract.
5. The term of this Contract shall be for a one (1) year period from _____ through _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the Contractor. All pricing identified on the pricing page shall be in effect for the stated contractual period.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

CONTRACTOR

By: _____
Company Authorized Signature

Date: _____

Name: _____
Print

Title: _____

David Holtmann, Director of Finance
or
Acting Director of Finance

Date

CITY OF SPRINGFIELD, MISSOURI Division of Purchases

By: _____
Ben Calia, CPPB, City Purchasing Agent
Or Acting Purchasing Agent

Date

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Date

6.0 STANDARD TERMS AND CONDITIONS: This contract expresses the complete agreement of the parties and performance shall be governed by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and executed by both parties.

6.1 BONDS: Bonds shall be required as designated below. Bonds shall be executed with the proper sureties, through a company which: (1) is licensed to operate in the State of Missouri (2) which holds a current Certificate of Authority as an acceptable surety under 31 CFR Part 223, (3) is listed on the current U.S. Department of the Treasury Circular 570, (4) have at least A Best's rating, (5) and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.

A. Bid Deposits (Bonds) Requirements:

Bid Deposit Not Required ☒

Bid Deposit Required ☐ as stipulated in the "IFB".

Bid Deposit Requirements:

For the measure of liquidated damages which the City will sustain, the Bidder shall furnish a Bid Deposit in the form of a bond, certified check, or money order in the amount of 5% of Base Bid made payable to the City of Springfield, Missouri. Personal or company checks shall not be accepted. The proceeds thereof shall become the property of the City if for any reason the Bidder:

- 1) Withdraws their Bid after the opening of the Bids and prior to the time a formal written agreement evidencing the Contract has been signed and delivered to the City whether or not the Bidder at the time of such withdrawal has been designated as the successful Bidder,
- 2) Upon written notification of the award of Contract to the company and the company fails to properly sign and deliver to the City within ten "10" days after a Notice of Recommendation for Award has been issued; Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract (if applicable), formally evidencing the terms of the IFB and their Bid as submitted, or
- 3) The Bidder further agrees the City shall have the right to retain the Bid Deposit for a period of ninety (90) calendar days from the Bid opening date. At the expiration of said time, or earlier at the option of the City, said Bid Deposit shall be returned to the Bidder unless said Bid Deposit has become the property of the City as liquidated damages for one of the reasons stipulated above.

B. Performance, Labor and Material Payment Bonds Requirements:

Performance, Labor and Material Payment Bonds Not Required ☐

Performance, Labor and Material Payment Bonds Required ☐ as stipulated in the "Invitation to Bid".

Performance, Labor and Material Payment Bonds Required on all projects exceeding \$50,000.00 ☒

Performance, Labor and Material Payment Bonds Requirements:

- 1) Prior to the execution of the Contract, Contractor shall furnish to the City a Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- 2) The date of said bonds shall be the same as the date of City's execution of the Contract.
- 3) The Performance Bond and Labor and Material Payment Bond shall be in an amount so as to fully cover the full Contract price and in an amount guaranteeing the payment of any and all bills and obligations arising from the performance of this Contract, and otherwise conditioned as required by law.
- 4) Contractor expressly agrees that said bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders or amendment regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify their surety of any changes affecting the general scope of the work or change in the Contract Price.
- 5) If at any time during the term of this Contract the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties from the Contractor and the Contractor shall furnish, to the satisfaction of City, within ten (10) days after notice to do so said additional and sufficient sureties.

6.2 DISCOUNTS AND BID EVALUATION: Any and all discounts, except cash discounts for prompt payments, shall be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining the award.

6.3 MATERIAL AVAILABILITY: Bidders shall accept responsibility for verification of material availability, production schedules, and any other pertinent data prior to submission of a bid and delivery time. It is the responsibility of the bidder to notify the City immediately if materials specified in their bid are discontinued, replaced, or not available for any period of time that may affect the performance of this Contract.

6.4 QUALITY GUARANTEE: All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this Bid. If any product delivered does not meet applicable specifications or if the product will not produce the effect that the Bidder represents to the City, the Bidder shall pick up the product from the City at no expense. Also, the Bidder shall refund to the City any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the Bidder defaults and court action is required.

6.5 GENERAL CONTRACTUAL REQUIREMENTS:

6.5.1 CONTRACTUAL DEFINITIONS The following definitions shall apply to this "Standard Terms and Conditions:"

- A. "City" or "Owner" shall refer to: City of Springfield, Missouri and their authorized representatives.
- B. "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the Contract agreement and who has entered into this Contract for the performance of the work or to furnish the goods, services, or construction covered thereby at an agreed upon price, and their duly authorized agents or other legal representatives.
- C. The "specifications" includes, but is not limited to: Instruction to Bidders, Specific Requirements of the Bid, the Standard Terms and Conditions, the Definitions and the Technical Specifications of the work as described in the IFB.
- D. A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate Contract or agreement with the Contractor.
- E. The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the Contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F. The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.

6.6 PURCHASE ORDERS: The City shall not pay or otherwise be obligated to pay for articles or services furnished without a purchase order being issued unless otherwise set forth in the Bid Documents or as allowed by the City.

6.7 CONTRACT TERMS: The performance of this Contract shall be governed solely by the terms and conditions as set forth in this Contract and any specifications or Bid documents incorporated therein. No language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and which may be accepted by the City, or any terms or conditions contained in such document shall be binding on the City. Contractor and City expressly agree that any different or additional terms, other than those herein contained, in Contractor's acceptance are invalid and are not to be considered part of this Contract.

6.8 PACKAGING: The City shall not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein. It is the parties' intent that prices bid by the bidder shall be inclusive.

6.9 INSPECTION AND ACCEPTANCE: No material received by the City shall be deemed accepted by the City until the City has provided written notice of acceptance. All material which is discovered to be defective or which does not conform to any warranty of the Contractor or the Contract, upon initial inspection, or at any later time shall be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without City's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have, therefore.

- 6.10 GENERAL GUARANTY AND WARRANTY:** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and their sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
- 6.11 PATENTS:** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that they will at their own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees to pay all cost, damages and profits recoverable in any such suit.
- 6.12 QUANTITIES:** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
- 6.13 ACTS OF GOD:** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 6.14 BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this Contract or affirm the Contract and hold Contractor responsible in damages.
- 6.15 COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this Contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this Contract, including imposition of fines and penalties which result from the violation of such laws.
- 6.16 TIME OF DELIVERY:** All materials ordered shall be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages or costs sustained as a result thereof.
- 6.17 INTERPRETATION OF CONTRACT:** This Contract 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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- 6.18 INVOICES:** An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or Contract number and shall contain full descriptive information of items or services furnished. All invoices must be received within one year after goods or services have been provided otherwise invoices shall be considered delinquent. Delinquent invoices shall not be paid by the City unless prior arrangements have been made in writing.
- 6.19 NOTICE AND SERVICE THEREOF:** Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or e-mail, to the said Contractor at their last given physical or e-mail address or delivered in person to said Contractor or his authorized representative.
- 6.20 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

6.21 TERMINATION OF CONTRACT:

A. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract. The City may terminate this Contract immediately for breach of Contract, should the Contractor fail to perform in accordance with the terms and conditions of this Contract. In the event of any termination of Contract by the Contractor, the City may purchase such supplies and services similar to those so terminated, and for the duration of the Contract period the Contractor shall be liable and shall pay for all costs in excess of the established Contract pricing.

1) **Attorney Fees:** In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

B. **For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor 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 Contractor.

6.22 INDEMNITY AND HOLD HARMLESS:

A. In no event shall the City be liable to the Contractor 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 Contractor 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 thereunder (the Contractor 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 Contractor.

C. The Contractor 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 Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, 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. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Contractor'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.

G. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

6.23 SUB-CONTRACTS:

A. The Contractor shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.

- B. The Contractor shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by them.
- C. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the provisions of the Contract.
- D. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

6.24 UNIFORM COMMERCIAL CODE: This Contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

6.25 CHANGES: The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Contract or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the Contract as changed.

6.26 RESPONSIBILITY FOR SUPPLIES: The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

6.27 EXECUTION OF CONTRACT: Depending on the goods or type of service provided, one or more of the following methods shall be employed. The methods applicable to this Contract will be checked below:

- A. ☐ The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B. ☒ The Contract shall consist of a **YEARLY CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.
- C. ☐ The Contract shall consist of a **ONE-TIME CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.
- D. ☒ Copy of the Contract.
 - 1) City will furnish a copy of the Contract Documents to the successful Bidder who shall execute (sign and date) said Contract document, and provide items stated on the Notice of Recommendation for Award which may include, but not limited to: Required insurance as evidenced by a Certificate of Insurance, City of Springfield Business License and surety bonds properly executed.
 - 2) The successful Bidders' executed copy shall be delivered to Owner within ten (10) days after the date of Notice of Recommendation for Award.
 - 3) City will execute the Contract, insert the date of applicable signature at the beginning of the Contract, and return an executed copy to Contractor.

6.28 FINAL PAYMENT: Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon them/her by the Contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 6.55 below.

6.29 NON-DISCRIMINATION IN EMPLOYMENT: In connection with the furnishing of supplies or performance of work under this Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all authorized subcontracts awarded hereunder. The Contractor 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, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- A. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- B. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

6.30 TAX EXEMPT: Do not bill tax. The City of Springfield is exempt from payment of the Missouri Sales Tax, Missouri Tax ID Number: 12493651 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.

6.31 REGULATIONS PURSUANT TO "ANTI-KICKBACK ACT": The Contractor shall comply with the applicable regulations of the United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as of the Department of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

6.32 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 applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

6.33 FUND ALLOCATION: Any resulting Contract or issuance of a Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and services under the Contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the Contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Contract shall be construed so as to give effect to such intent.

6.34 ASSIGNMENTS: Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.

6.35 DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs and that neither it nor its principals nor its subcontractors receiving sub-awards is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

6.36 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 an amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work, products or services to be incorporated by a modification to the Scope of Work and the Contract.

6.37 AUTHORIZATION: The services of the Contractor 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 Contractor. The term of the Contract shall be for the period specified in the Contract.

6.38 GENERAL INDEPENDENT CONTRACTOR CLAUSE: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor 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 Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

6.39 CONTRACTOR'S PERSONNEL:

- A. The Contractor represents that Contractor will secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor'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.
- B. The Contractor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

6.40 CONTRACTOR'S PERSONNEL CONDUCT: Contractor's personnel are expected to conduct themselves in a courteous, safe, and responsible manner. This includes refraining from any behavior or actions while on City property that may be deemed offensive or unsafe by the City and complying with all related policies and procedures.

6.41 TABACCO USE POLICY: Per the City Manager Administrative Memorandum #22: All individuals visiting or working, such as citizens or contractors and their employees, in the Government Complex area are prohibited from using tobacco products in any form within the Governmental Complex property. The Government Complex is defined as all buildings, property and grounds bound by Chestnut Expressway to the South, Central Avenue to the North, Campbell Avenue to the West and Jefferson Avenue to the East. contractors and their employees shall not use tobacco products inside any City building.

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

6.43 CITY BENEFITS: The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

- 6.44 NON-EXCLUSIVE AGREEMENT:** This IFB will result in a non-exclusive Contract and the City reserves the right to purchase same or like materials and/or services from other sources as deemed necessary and appropriate.
- 6.45 CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
- 6.46 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.
- 6.47 ENTIRE CONTRACT:** This Contract, including the terms and conditions contained or referenced herein, constitutes the entire Contract between the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto.
- 6.48 WORK HOUR AND SAFETY STANDARD ACT:** For federal and federally assisted contracts, all bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6.49 LABOR-RELATED REGULATIONS:** The Bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the Bid as stipulated in the "Invitation to Bid".
- A. **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid".
 - B. **Wage Rate Determination** – Federal. If required by the "Invitation to Bid".
- The Bid, Contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
- 6.50 BUILDING REGULATIONS, PERMITS AND LAW:** Contractor shall comply with all current and applicable local codes, ordinances and licensing requirements.
- 6.51 COORDINATION OF THE WORK:** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, sub-contractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
- 6.52 CHANGES IN THE WORK:**
- A. The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.

- B. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

6.53 TIMING:

- A. **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, they shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
- B. **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
- C. **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
- D. **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
- 1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - 2) To any acts of the City.
 - 3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
 - 4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the Contract time by a period commensurate with the period of excusable delay to the completion of the work in its' entirety.

6.54 PAYMENTS:

- A. **Lump Sum Payments:** After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are provided by the City Engineer as follows:
- B. **Engineer's Pay Estimates:**
- 1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by them to the City, based on Engineer's observations of the work in progress and on their review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of their knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in their Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - 2) Engineer shall not be deemed by their rendering of any Pay Estimate to have represented that they made exhaustive or continuous inspections to check the quality or the quantity of the work, or that they have reviewed the means, methods, techniques, sequences and procedures of construction or that they have made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to them on account of the Contract price.
 - 3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in their opinion, they are unable to make the above representations to the City. They may also refuse to render any Engineer's

Pay Estimate, or because of subsequently discovering evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in their opinion to protect the City from loss because of any reason set forth in General Conditions.

6.55 CONTRACTOR'S CERTIFICATE AND RELEASE: (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders (if applicable) has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

6.56 SURPLUS MATERIALS: The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

6.57 ACCIDENT PREVENTION:

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

6.58 DAVIS BACON ACT: If applicable, the wages for any work utilizing this contract in which federal funding is utilized shall comply with all applicable federal laws and requirements to include but not limited to the Davis Bacon Act.

6.59 PREVAILING WAGE: Pursuant to Missouri Law, Prevailing Wage or the Public Works Minimum wage, whichever is applicable, shall be utilized as required by law.

7.0 INSURANCE REQUIREMENTS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor 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 such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

City of Springfield-Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>) as follows:

As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. **Workers' Compensation:** Statutory coverage per RSMo 287.010 et seq
Employer's Liability: \$1,000,000.00
- B. **Commercial General Liability Insurance**, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least **Two Million, Nine Hundred Five Thousand, Six Hundred Sixty Four and no/100 Dollars (\$2,905,664.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars (\$435,849.00)** with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Service Provider agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Service Provider, its employees, officers or agents. Service Provider agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- C. **Automobile Liability Insurance:** Covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least **Two Million, Nine Hundred Five Thousand, Six Hundred Sixty Four and no/100 Dollars (\$2,905,664.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Thirty Five Thousand Eight Hundred Forty Nine and no/100 Dollars (\$435,849.00)** with respect to injuries and/or death of any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- E. **Notice:** The Service Provider and/or subcontractor shall furnish to the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield. **The thirty (30) day cancellation notice is required to be identified on the submitted Certificate of Insurance (COI).**
- F. **Legislative or Judicial Changes:** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

8.0 SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of _____ Dollars (\$_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this Bond is such that:

WHEREAS the above-named principal entered into a contract with the City of Springfield, Missouri, for:

PROJECT DESCRIPTION per IFB #074-2020

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the Contract on his, it's or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Springfield, Missouri, applicable to the aforesaid Contract and this Bond and the conditions of said Contract, and at the time stipulated in said Contract or within a reasonable time if no time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this Bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the City of Springfield, Missouri, under this Bond, the City may in case of default or abandonment of the Contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this Bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the Contract aforesaid; and in the event of default on the part of the surety to timely proceed to complete as aforesaid the City of Springfield, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work, including attorney fees.

This Bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this Bond, the venue for such litigation shall be in the Circuit Court or Associate Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

City Attorney or designee

Surety: _____

By: _____

9.0 SAMPLE PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of _____ Dollars (\$_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal entered into a contract with the City of Springfield, Missouri, for:

PROJECT DESCRIPTION per IFB #074-2020

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials used in connection with the construction of the work aforescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this Bond is executed and furnished under the provisions of Section 2.5 of the Springfield City code.

It is understood and agreed that this Bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this Bond is conditioned shall have the right in his name or in the name of the City of Springfield, Missouri, to bring suit upon this Bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by of Section 2.5 (d) of the Springfield City Code.

This Bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court or Associate Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

City Attorney or designee

Surety: _____

By: _____

10.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY ELECTRONIC SIGNATURE PAGE:

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMO 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify Program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law. All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

**CITY OF SPRINGFIELD, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)**

County of _____)

) ss.

State of _____)

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

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number:

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	
Number of Employees	
Number of Sites Verified for	

11.0 LIST OF REFERENCES AND EXPERIENCE:

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: _____
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: _____	
Address: _____ _____ _____	
Contact Person: _____ Title: _____ Telephone No: _____	
<u>Description of Work/Services Performed:</u>	
Contract Amount: \$ _____ Completion Date: _____	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: _____	
Address: _____ _____ _____	
Contact Person: _____ Title: _____ Telephone No: _____	
<u>Description of Services Performed:</u>	
Contract Amount: \$ _____ Completion Date: _____	

12.0 AFFIDAVIT OF COMPLIANCE

To be submitted with vendor's Bid

_____ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this Bid unless otherwise stipulated herein.

Company Name: _____

Telephone Number: _____

By: _____

Fax Number: _____

(Authorized Person's Signature)

Email: _____

(Print or type name and title of signer)

Federal Tax ID No.: _____

(Company Street/P.O. Box Address)

Date: _____

(City, State, Zip Code)

DBE Vendor (Yes/No): _____

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

13.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST:

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

14.0 BIDDER STATEMENT OF QUALIFICATIONS:

1. Name and Address of Firm: _____

Street Address

City

State

Zip Code

2. Federal ID No. _____

3. Area Code and Telephone Number. _____

NOTE: If the Bidder is a Joint Venture, then all parties to the Joint Venture must complete a separate Statement of Qualifications.

4. If you have done business under a different name, please give name and location.

General Information: All questions must be answered accurately, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. Additional information may be submitted, if so desired.

5. How many years have you been engaged in the provision of the certain goods or services identified in this IFB under your present firm name or trade name? _____

6. General character of work or provision of performed by you. _____

7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract? If so, where and why? _____

9. Has your firm ever engaged in litigation for the settlement of claims or disputes arising out of a construction contract? If so, give particulars.

NOTE: The information provided here, in conjunction with other available information, will be used to determine whether or not you are qualified to perform the scope of work defined in this bid package. The Project Manager will make the final decision regarding contractor qualification at his discretion. Providing false or misleading information will likely result in the rejection of the bid proposal.

15.0 STATEMENT OF "NO BID":**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB #074-2020 FOR COMMUNICATIONS SYSTEM SERVICES & CABLING FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "RESTRICTIVE," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 039
GREENE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
GREENE County

Section 039

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$28.59
Boilermaker		\$24.94*
Bricklayer		\$47.71
Carpenter		\$42.40
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$29.59
Plasterer		
Communications Technician		\$38.42
Electrician (Inside Wireman)		\$41.94
Electrician Outside Lineman		\$38.51
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.94*
Glazier		\$58.89
Ironworker		\$56.55
Laborer		\$34.86
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$48.10
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$40.57
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$33.84
Plumber		\$46.13
Pipe Fitter		
Roofer		\$38.11
Sheet Metal Worker		\$46.31
Sprinkler Fitter		\$55.76
Truck Driver		\$24.94*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257 4(b)
Public works contracting minimum wage is established for this occupational title using data provided by Missouri
Economic Research and Information Center, in accordance with RSMo 290.257 2.

Heavy Construction Rates for
GREENE County

Section 039

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$55.02
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$38.51
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$40.05
General Laborer		
Skilled Laborer		
Operating Engineer		\$47.45
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$43.54
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

4.0 PRICING:

SUBMITTED BY: LoVo Integrations, LLC
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including F.O.B delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted. **All pricing shall remain firm and fixed for the contractual term.**


ITEM	DESCRIPTION	UNIT PRICE (NON-PREVALING WAGE)	UNIT PRICE (PREVALING WAGE)
4.1	Service Technician Rates Business hours (Monday through Friday, 8:00 to 17:00)	\$ <u>60.00</u> / Hour	\$ <u>60.00</u> / Hour
4.2	Service Technician Rates Non-business hour (Monday through Friday 0:00 to 7:59 and 17:01 to 23:59)	\$ <u>70.00</u> /Hour	\$ <u>70.00</u> /Hour
4.3	Service Technician Rates Weekends (0:00 Saturday through 23:59 Sunday)	\$ <u>80.00</u> /Hour	\$ <u>100.00</u> /Hour
4.4	Service Technician Rates Legal Holidays (Contractor to provide a list of their recognized legal holidays)	\$ <u>90.00</u> /Hour	\$ <u>110.00</u> /Hour
4.5	Services Design Professional Rates Business Hours (8:00 Monday through Friday 17:00)	\$ <u>75.00</u> /Hour	
4.6	Materials: Percentage of markup on materials with an extended cost less than \$2,000.00	<u>25</u> /%	
4.7	Materials: Percentage of markup on materials with an extended cost between \$2,000.01 and \$4,999.99	<u>25</u> /%	
4.8	Materials: Percentage of markup on materials with an extended cost more than \$5,000.00	<u>25</u> /%	

4.9 Warranty Period for labor and workmanship: 1 year

4.10 Response Time after receipt of order: 2 hours

4.11 Is the pricing provided above tax exempt per the City of Springfield's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.32? X Yes No

4.12 If you answered "No" to the question posed in section 4.11, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.32? Yes No

4.13 Accept Visa P-Card: Yes X No For amounts at \$7,000.00 and below. 

4.14 Prompt Payment Discount: 2 % 15 Days, Net 30 Days

11.0 LIST OF REFERENCES AND EXPERIENCE:

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years: *2 years 4 months See 12.0 Affidavit of Compliance
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: <u>City of Springfield, MO</u> Address: <u>Division of Purchases</u> <u>218 E Central</u> <u>Springfield, MO 65802</u> Contact Person: <u>Kristine Duncan</u> Title: <u>Telecom Coordinator</u> Telephone No: <u>(417) 864-1566</u> <u>Description of Work/Services Performed:</u> <div style="display: flex; justify-content: space-between;"> Communications System Completion Date: <u>04-22-2015 to Current</u> </div> Contract Amount: <u>\$Services & Cabling Contract</u>	
<u>Prior Work/Services Performed for:</u> Municipality/Company Name: <u>Missouri State University</u> Address: <u>901 S National Ave</u> <u>Springfield, MO 65897</u> Contact Person: <u>Steve Coffman</u> Title: <u>Coordinator of Telecommunications</u> Telephone No: <u>417-836-4227</u> <u>Description of Services Performed:</u> We provide an on-going Low-Voltage Cabling Systems Maintenance contract to handle moves, add, & changes of data networking cabling systems, maintenance, provides security products for the past 5 yrs- includes newly renovated structures of Glass Hall, Ellis Hall, Woods House, Sunvilla and more to come. Contract Amount: <u>\$Services & Cabling Contract</u> Completion Date: <u>03-01-2015 to Current</u>	

14.0 BIDDER STATEMENT OF QUALIFICATIONS:

1. Name and Address of Firm: LoVo Integrations, LLC
1900 N Le Compte Rd Bldg #15 Springfield MO 65802
 Street Address City State Zip Code
2. Federal ID No. 82-3097509
3. Area Code and Telephone Number. (417) 831-7077

NOTE: If the Bidder is a Joint Venture, then all parties to the Joint Venture must complete a separate Statement of Qualifications.

4. If you have done business under a different name, please give name and location.
- _____
- _____

General Information: All questions must be answered accurately, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. Additional information may be submitted, if so desired.

5. How many years have you been engaged in the provision of the certain goods or services identified in this IFB under your present firm name or tradename? 2 years 4 months
6. General character of work or provision of performed by you. Low Voltage/Data Cabling and system integrations as well as Audio Visual and Stage Lighting Integrator. As a division of Pitt Technology Group, LoVo has access to specialized employees in all areas of technology. IT, AV, Programming and Internet specializations, LoVo is able to coordinate multiple technology services within the same project.
7. Have you ever failed to complete any work awarded to you? If so, where and why?
NO
8. Have you ever defaulted on a contract? If so, where and why? NO
9. Has your firm ever engaged in litigation for the settlement of claims or disputes arising out of a construction contract? If so, give particulars.
NO

NOTE: The information provided here, in conjunction with other available information, will be used to determine whether or not you are qualified to perform the scope of work defined in this bid package. The Project Manager will make the final decision regarding contractor qualification at his discretion. Providing false or misleading information will likely result in the rejection of the bid proposal.

12.0 AFFIDAVIT OF COMPLIANCE

To be submitted with vendor's Bid

 We DO NOT take exception to the IFB Documents/Requirements. X We TAKE exception to the IFB Documents/Requirements as follows:Specific exceptions are as follows: *Regarding **11.0 List of References and Experience**

LoVo Integrations, LLC under the umbrella of Pitt Technology Group has been in business for 2 years 4 months
however, PTG purchased the local Springfield TSI branch which had the Springfield Communications Systems
Services and Cabling contract. Since that company purchase, LoVo Integrations has since been renewing
City of Springfield contract on a yearly basis.

I have carefully examined the Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this Bid unless otherwise stipulated herein.

Company Name: LoVo Integrations, LLCTelephone Number: (417) 831-7077By: 

(Authorized Person's Signature)

Fax Number: (417) 831-4697

Kevin W Waterland, Co-Owner & General Manager
 (Print or type name and title of signer)

Email: kwaterland@PittTechnology.com

1900 N Le Compte Rd Bldg #15
 (Company Street/P.O. Box Address)

Federal Tax ID No.: 82-3097509

Springfield, MO 65802
 (City, State, Zip Code)

Date: March 16, 2020DBE Vendor (Yes/No): NOMinority Owned: 0Women Owned: 0Veteran Owned: 0

Pitt buys back Springfield operations from TSI



BY: GEOFF PICKLE, WEB PRODUCER GPICKLE@SBJ.NET

Posted online October 18, 2017 | 7:44 am



Doug Pitt: Three companies are coming under Pitt Technology Group.

After selling ServiceWorld Computer Center to TSI Global Cos. LLC four years ago, Doug Pitt repurchased the local office assets.

Pitt signed the papers Oct. 10, and the deal for undisclosed terms is scheduled to close Nov. 1, creating Pitt Technology Group LLC.

"I get my baby back," he said. "We're going to go back to basics."

Pitt said Kevin Waterland — one of his longtime employees and a co-owner with him in internet infrastructure contractor SyndeoSolutions LLC — came to him with the idea to buy back the local operations and expand in scope.

Waterland will serve as general manager and an equity owner for the new umbrella company Pitt Technology Group, comprising SyndeoSolutions, information technology firm Nexio Technologies and low-voltage cabling unit Lovo Integrations.

Waterland, who worked as director of technology services for TSI's Springfield office, said SyndeoSolutions had become one of TSI's largest local clients.

"It made sense to take that back under one roof," he said, noting "90 percent of our labor comes from TSI."

Pitt said the 32 Springfield employees will focus on a personal approach rather than the remote service he said is too common in the IT industry.

"The reality is, people need to see their engineer. We're going to let everybody else try to do it from afar," he said. "I know the service business extremely well. I know what people need and want."

"We're going to give it to them."

ServiceWorld Computer Center merged into TSI in 2013. The Springfield office operated under the TSI Technology Solutions LLC name.



PITT TECHNOLOGY GROUP

SYNDEO SOLUTIONS • LOVO INTEGRATIONS • NEXIO TECHNOLOGIES
AVMAN • CONCEPTCODE

TECHNOLOGY FOCUSED. SERVICE DRIVEN.

Executive Summary

Pitt Technology Group is a full-service, licensed and bonded low-voltage network cabling contractor, specializing in the installation of state of the art, high-performance network solutions for Audio Visual, Voice, Data, Video, Wireless, Security, CATV, Outside Plant and Central Office communications. We work closely with you to develop network solutions. We consult, design, manage and install cabling systems that meet the specific needs of our clients, and we make sure those changes and additions are easy and economical to make. Doug Pitt has been a leader in technology and been in business for over 28 years.

Office Location:

LoVo Integrations, LLC
1900 N Le Compte Rd Bldg #15
Springfield, MO 65802
(417) 831-7077
www.PittTechnologyGroup.com

About Us:

Pitt Technology Group has 32 Full time Employees

- 2 Axis Certified Security Professionals
- 9 Pro Communications Integrators
- 4 Pandiut Copper Certified Professionals
- 3 Corning Inside Plant Professionals
- 8 Network Engineers

Products and services offered

Our professional services team includes Systems Design and Engineering Services, Project Management, Installation, Testing and Certification Maintenance for the following:

- Inside/Outside Cable
- Telco Central Office
- Voice/Data/Video
- Fiber Optic
- Wireless
- Network Infrastructure
- Cloud Services
- Audio/Visual and Lighting
- CATV/SMATV
- Security/CCTV

About Us

LoVo Integrations, a division of Pitt Technology Group headquartered in Springfield, Missouri is the area's premier provider of security, low voltage cabling and system integration. LoVo strives to exceed Bicsi, InfoComm, and other industry standards. The latest tools, techniques, and training allow us to deliver state of the art infrastructure and solutions to our customers. To find out more about LoVo visit us at LoVoIntegrations.com

Security Specialty's

Pitt Technology is a leader in specialized integration of security products for industries such as education, Commercial and Industrial. Pitt Technology Group offers certified installers to assist in deployment of your security solution.

Low Voltage Specialized

Our roster of specialized technicians allows us the flexibility to accommodate a wide variety of customer needs and perform even the most complex projects. State of the art installation tools and certifiers maximize productivity and ensure quality work.

Experienced

LoVo's technicians have delivered solutions for the area's largest organizations from stadiums and churches to campus networks and commercial spaces. We bring those years of industry leading experience into every project no matter the size or scope.

Integrated

Screens, racks, cables, and parts can be purchased anywhere. Integrating these into a system that enhances the business and exceeds customer expectations is the key. Our focus is to understand the customer's vision and bring the right mix of products and service to make it a reality

Connected

As a division of Pitt Technology Group, *LoVo Integrations, LLC* has access to specialized employees in all areas of technology. With access to employees with IT, Video Surveillance, Audio/Visual/Lighting, Programming, and Internet specializations, LoVo can coordinate multiple technology services within the same project. This leaves no gap in our planning process.

Project References

City of Springfield – Springfield, MO

Pitt Technology provides an on-going Low-Voltage Cabling Systems Maintenance contract to handle moves, adds and changes of data networking cabling systems security systems for the City of Springfield building for the last 5 years. Pitt Technology services close to 220 building for the city of Springfield MO, including Springfield Airport buildings.

Kristine Duncan- Telecom Coordinator- 417-864-1566

Missouri State University - Springfield, MO

Pitt Technology provides an on-going Low-Voltage Cabling Systems Maintenance contract to handle moves, adds and changes of data networking cabling systems, maintenance, provides security products for the last 5 years. Including the completely newly renovated structures of Glass Hall, Ellis Hall, Woods House, Sunvilla and more to come.

Steve Coffman- Coordinator of Telecommunications- 417-836-4227

Prime Trucking -Springfield, MO

Pitt Technology provides contract-based Low-voltage network cabling and fiber optic cabling installations including providing Axis Cameras for over 200 plus service tickets and 60 plus building projects.

Brad Owens- Communications- 417-866-0001

Mercy Clinics – Springfield, Ozark, Joplin, Pittsburg, Bolivar-

Pitt Technology has provided the Copper and Fiber for the new Ozark, Bolivar, Joplin, Pittsburg, Springfield Republic RD new Clinics. Installation Cameras at multiple sites. Pitt Technology has more for 2020-

Brian Hayes –Developer GM- 417-831-7077

Nixa Schools – Nixa, MO

Pitt Technology provides on going new fiber and cabling at various Schools for the 2019-year infrastructure school budget.

Owens Corning – Joplin, MO

Pitt Technology provided Fiber infostructure and the cabling systems for the new Owens Corning plant in Joplin MO. Pitt Technology Installed over 200,000 feet of Cat6 Cable and 10,000 of Fiber.

Veterans Hospital – Springfield, MO

Pitt Technology provided Fiber infostructure and the cabling systems for the new Veterans Hospital in Springfield MO. Pitt Technology Installed over 3000 Data Cables for this installation.











Contract 2020-0359; 074-2020IFB LoVo Integrations LLC


Final Audit Report


2020-05-13


Created:	2020-05-12
By:	Rtd to Clerk 5/13/20 (bsmith@springfieldmo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACgfMa-aQvGo3Z7KEIKdaocToL_siQ9a8


"Contract 2020-0359; 074-2020IFB LoVo Integrations LLC" History


-  Document created by Rtd to Clerk 5/13/20 (bsmith@springfieldmo.gov)
2020-05-12 - 9:37:21 PM GMT- IP address: 173.25.82.6
-  Document emailed to David C Holtmann (dholtman@springfieldmo.gov) for signature
2020-05-12 - 9:45:55 PM GMT
-  Email viewed by David C Holtmann (dholtman@springfieldmo.gov)
2020-05-13 - 12:47:33 PM GMT- IP address: 23.103.201.254
-  Document e-signed by David C Holtmann (dholtman@springfieldmo.gov)
Signature Date: 2020-05-13 - 12:47:52 PM GMT - Time Source: server- IP address: 66.119.2.33
-  Document emailed to Tom Rykowski (trykowski@springfieldmo.gov) for signature
2020-05-13 - 12:47:55 PM GMT
-  Email viewed by Tom Rykowski (trykowski@springfieldmo.gov)
2020-05-13 - 1:04:28 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Tom Rykowski (trykowski@springfieldmo.gov)
Signature Date: 2020-05-13 - 1:04:51 PM GMT - Time Source: server- IP address: 173.25.5.102
-  Document emailed to Ben Calia (bcalia@springfieldmo.gov) for signature
2020-05-13 - 1:04:54 PM GMT
-  Email viewed by Ben Calia (bcalia@springfieldmo.gov)
2020-05-13 - 1:07:52 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Ben Calia (bcalia@springfieldmo.gov)
Signature Date: 2020-05-13 - 1:08:23 PM GMT - Time Source: server- IP address: 45.20.74.165


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2020-05-13 - 1:08:26 PM GMT

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2020-05-13 - 3:06:01 PM GMT- IP address: 23.103.200.254

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Signature Date: 2020-05-13 - 3:07:17 PM GMT - Time Source: server- IP address: 66.119.2.33

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2020-05-13 - 3:07:20 PM GMT

 Document e-signed by Rtd to Clerk 5/13/20 (bsmith@springfieldmo.gov)
E-signature obtained using URL retrieved through the Adobe Sign API
Signature Date: 2020-05-13 - 4:12:11 PM GMT - Time Source: server- IP address: 173.25.82.6

 Signed document emailed to Ben Calia (bcalia@springfieldmo.gov), Rtd to Clerk 5/13/20 (bsmith@springfieldmo.gov), David C Holtmann (dholtman@springfieldmo.gov), Tom Rykowski (trykowski@springfieldmo.gov), and 4 more
2020-05-13 - 4:12:11 PM GMT





Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

June 30, 2025

Pitt Technology Group, LLC
1900 N. LeCompte Avenue, Building 15
Springfield, Missouri 65802
Attn: Kevin Waterland
417-269-8299
kwaterland@pitttechnology.com

Re: Contract Award – COS #2020-0359-01 (IFB #074) – Pitt Technology Group, LLC.

The Christian County Commission voted in session today to award the contract for Communications System Service & Cabling, utilizing the City of Springfield's contract #2020-0359-01 (IFB #074), to Pitt Technology Group, LLC. This contract will begin effective immediately through June 19, 2026, with two (2) additional one-year options to renew.

Your point of contact will be IT Manager Bill Rawlings. Mr. Rawlings can be reached at 417-582-5131 or by email at: brawlings@christiancountymo.gov

We look forward to working with you.

Johnny Williams
Western Commissioner

Date: _____

Lynn Morris
Presiding Commissioner

Date: _____

Bradley A. Jackson
Eastern Commissioner

Date: _____