



City of O'Fallon
Video Production, Routing System and Control Room Upgrades
Request for Proposals #24-096

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 24-096

Video Production, Routing System and Control Room Upgrades

December 6, 2024

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Work

Proposal Form

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing Video Production, Routing System and Control Room Upgrades for the City of O’Fallon. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (hereafter referred to as “the City”) to satisfy the needs as outlined in the scope of services.

BACKGROUND:

This document is intended to describe the recommended features and specifications for the City of O’Fallon’s intention to purchase a Video Production & Routing System to replace several aging components in the current system. The components in question include, but are not limited to:

- Ross Crosspoint video switcher
- Compix GenCG character generator
- Winstead equipment racks
- Required cabling and integration
- BlackMagic Smart Videohub 20x20 (depending on system, this may be optional)

In addition, the system acquired should integrate with the following components:

- Sony RM-IP500 Camera Control with 5-6 Sony BRCH800 cameras
- Tightrope Cablecast video automation system
- Allen & Heath SQ7 audio mixer
- RME 12Mic Microphone preamp (3 used in MADI)

SCHEDULE OF ACTIVITIES

| | |
|---|--------------------------------------|
| Release and advertisement of RFP: | December 6, 2024 |
| Mandatory Pre-Bid Meeting and Project Walkthrough | December 12, 2024, at 1:00 P.M. CST |
| Deadline for submission of questions: | December 12, 2024, at 1:00 P.M. CST |
| Proposal submission deadline: | December 20, 2024, at 12:00 P.M. CST |

MANDATORY PRE-BID MEETING AND PROJECT WALK THROUGH:

A **mandatory** pre-bid meeting and project walkthrough will be held at City Hall, 100 North Main Street, O’Fallon, MO 63366, Thursday, December 12, 2024, at 1:00 P.M. **Lack of attendance at the mandatory pre-bid meeting will disqualify a bidder from being considered for the award of the project.**

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to December 20, 2024, at 12:00 P.M. (prevailing

central time). Each proposal shall consist of one original (identified as such) and one electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP # 24-096 Video Production, Routing System and Control Room Upgrades**" and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

QUESTIONS

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 1:00 P.M. (CST) on December 12, 2024 via email CGrabin@ofallonmo.gov. The City will only respond by the end of day on December 17, 2024 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <https://www.ofallonmo.gov> under Bid Opportunities.

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <https://www.ofallonmo.gov> under Bid Opportunities. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-Verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor's breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

PRICING:

This request for proposal is a one (1) year agreement, exercised at the sole discretion of the City of O’Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

RENEWAL & EXTENSION:

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City’s option, the agreement may be renewed for four (4) additional one (1) year periods. **In no event shall the term plus renewals exceed five (5) years.** The items or services purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of the proposal packet. Request for a price increase for each period must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

AWARD REQUIREMENTS:

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O’Fallon reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF O’FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O’Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as “Confidential/Proprietary” information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term “Confidential/Proprietary” does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O’Fallon as an “Additional Insured” during the Term of the Agreement, and a copy of such “Additional Insured” endorsement must accompany the certificate.

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City’s or the Vendor’s defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City’s payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City’s tax-exempt certificate shall be presented to the firm or company that is awarded a contract.

Inquiries concerning this Request for Proposals shall be directed to:

Christine Grabin
Purchasing Agent
City of O’Fallon, Missouri
100 North Main Street
O’Fallon, Missouri
Phone: (636) 379-5527
CGrabin@ofallonmo.gov

END OF TERMS AND CONDITIONS

CITY OF O'FALLON, MISSOURI

RFP NUMBER 24-096

SCOPE OF SERVICES

SYSTEM OVERVIEW CHARACTERISTICS AND SPECIFICATIONS

Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, not restrictive. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. The City shall determine in its sole discretion whether a product is acceptable as an equivalent.

- A. System shall support multiple video data and frame rates with no trade-off based on format.
 - 1. SD: 270Mb/s interlaced and progressive
 - 2. HD: 1.485Gb/s, 3Gb/s interlaced and progressive
 - 3. UHD: 12Gb/s progressive
- B. System shall play different data and frame rates with no manual reconfiguration of ports.
 - 1. SD and HD
 - 2. 480i/576i/720p/1080i/1080p/2160p
- C. System shall have up to 72x72 video I/O.
- D. System shall be able to support, de embed on video inputs, embed on video outputs and switch independently up to 1152x1152 embedded mono audio.
- E. System shall be able to support and switch independently up to 512x512 discrete audio.
- F. System shall support the ability to perform video clean switching and audio quiet switching on every output.
- G. System shall support the ability to perform Quad Link 2-Sample Interleaving to single link 12G UHD, and 12G UHD to Quad Link 2SI Gearboxing within the chassis
 - 1. Up to 12 input gearboxes and 12 output gearboxes
 - 2. System shall support 2-Sample Interleaving gearbox Quad Link healing by replacing missing links on input gearboxes
- H. System shall be able to support up to 12 Multiviewer outputs without the need for external equipment, special hardware or links.

- I. System shall be able to support sample rate conversion up to 48Khz and 500ms of delay for up to 64 channels on MADI inputs.
- J. System shall support the ability to add up to 72 input frame synchronizers with audio frame rate conversion and delay, capable of supporting data rates from 270 Mb/s to 3Gb/s on every input of the chassis without the need for external equipment, special hardware, or links.
- K. System shall support the ability and support up to 24 input/output video proc amps for color correction and SDR/HDR conversion supporting data rates from 1.5Gb/s to 12Gb/s on selected inputs or outputs of the chassis without the need for external equipment, special hardware, or links.
- L. System shall be able to support NDI multiviewer outputs.
- M. System shall be able to support up to 51 UHD frame synchronizers with audio sample rate conversion and delay, capable of supporting data rates from 270 Mb/s to 12Gb/s without the need for external equipment, special hardware, or links.
- N. System multiviewer, framesync, MADI SRC and delay, and 12Gb/s support shall be able to be added by software licenses. These shall not be special I/O boards or crosspoints different from the base router. These software licenses shall be available at time of initial purchase or can be added at a later date.
- O. System shall be able to add virtual audio mixer licenses. Licenses shall be able to support 32x16, with a frame able to support up to four (4) of these licenses. The virtual audio mixer will be able to support these features:
 - 1. Compressor/limiter
 - 2. Noise gate
 - 3. 4-band equalizer
 - 4. Direct outputs
 - 5. Partitionable
- P. System shall provide production switcher functionality through the addition of Switcher modules.
 - 1. Up to four (4) Switcher modules shall be integrated physically into the frame.
 - 2. Switcher modules shall draw power from the system frame and provide additional power connections for redundant power
 - 3. Each Switcher module shall be configurable to different modes
 - a. The first mode shall be a single Mix Effects bank

- b. The second mode shall be a complete multi-Mix Effects bank production switcher
- c. System control mechanism shall provide a simple method for re-assigning Switcher modules as Mix Effects banks or complete production switchers
- 4. When configured as a complete multi-Mix Effects bank production switcher, each Switcher module shall be video format independent regardless of system video format
- 5. Switcher modules shall have access to system sources and destinations
 - a. Any system destination shall be available internally as a production switcher input
 - b. Any production switcher output shall be available internally as a system source
- 6. Switcher modules shall provide pre-sized video outputs to the system's multiviewers
- Q. System encodes and decodes streams of live or file-based video (SDI, SRT, NDI, ST.2110 and more) with multiple industry standard formats and codecs simultaneously.
 - a. Can write growing files
 - b. Can carry and add metadata
 - c. Has interfaces for recording, scheduling, browsing and playing
 - d. Has LDAP integration and comprehensive user rights management
 - e. Has a comprehensive API, MOS integration, AMP and VDCP
 - f. Has router control
 - g. Has support for most popular formats, standards, streams and color spaces
 - h. Can record multiple different profiles from a single input stream simultaneously (ex. a high-res and an edit proxy)
 - i. Any channel can record, play, or transcode and the user can choose what they want it to do at any given point
 - j. All codecs are included on every channel
 - k. It always includes unlimited users
 - l. Can write directly to edit ready storage without the need to transfer
 - m. Can add additional channel count within the same management platform
 - n. Has browser-based management platform
- R. System shall be able to support HD-BNC (SDI video), 25GE (SMPTE-2110-10, 20, 30, 40) or SFP connectors.
- S. System shall support GVG Native and Pro bel SW-P-08 protocols natively.

- T. System shall support TSL protocol native for Tally on multiviewer. TSL versions 3.1, and 5.0 should be supported.

Chassis Power Characteristics

- A. Chassis shall have universal power supply: 100-130 VAC, 60 Hz AC.
- B. Chassis shall have the capability to support redundant power.

Chassis Environmental Characteristics

- A. Chassis shall have a temperature range of 32°F to 104°F when in operation
- B. Chassis shall be able to operate in 10% to 90% relative humidity

Controller Interface Characteristics

- A. System shall support multiple IP addresses for client connections
- B. System shall support up to 50 hardware clients without the need of an external controller
- C. System shall be able to boot from controller, and an SD card in case of emergency or upgrade

Video I/O Characteristics

- A. System shall support Video Standard SD: 525 or 625 Line serial digital component
- B. System shall support Video Standard HD: 720p, 1080i, or 1080p
- C. System shall support Data Format SMPTE 259M (SD), 292M (HD), 424 (3G), 425-5 (3G Quad link), and 2082-10 (12G) 10 bits on combination SDI/ HD-SDI BNC, 25GE port interfaces, and SFP ports based on SFP type
- D. System shall report signal type and presence on inputs

Audio I/O Characteristics

- A. Base system I/O shall support 16 channels embedded AES audio per video channel
 - 1. Base system I/O shall support SD embedded audio per the SMPTE 259M (SD) specification and HD embedded audio per SMPTE 292M.
 - 2. Aux I/O of the system shall be able to support a MADI stream of up to 64 channels via both fiber and coax connections.
 - 3. 25GE ports shall support up to 8 SMPTE-2110-30 streams with 16 audio channels per stream, with a maximum of 256 audio channels per card.

4. All PCM audio within the system shall be able to be routed, perform channel swap, and be switched with multiple different transition types as well as an adjustable quiet switch.
5. All PCM audio will have the following adjustments available on both the inputs and outputs of the frame:
 - a. Audio gain
 - b. Audio Summing of adjacent channels
 - c. Audio Inversion
 - d. Audio Tone (outputs only)
6. System I/O shall provide pass through for Dolby E & Dolby AC-3
7. When non PCM audio is present audio transitions are automatically turned off

Media I/O Characteristics

- A. System encodes and decodes streams of live or file-based video (SDI, SRT, NDI, ST.2110 and more) with multiple industry standard formats and codecs simultaneously.
 1. It can write growing files.
 2. It can carry and add metadata.
 3. It has interfaces for recording, for scheduling, for browsing and for playing.
 4. It has LDAP integration and comprehensive user rights management.
 5. It has a comprehensive API, MOS integration, AMP and VDCP.
 6. It has router control.
 7. It has support for basically every format, codec, wrapper, raster, frame rate, standard, stream and color space that is used at scale in production.
 8. It can transcode from one set of parameters to another.
 9. It can record multiple different profiles from a single input stream at the same time (like a high-res and an edit proxy, for example).
 10. Any channel can record, play, or transcode and the user can choose what they want it to do at any given point.
 11. All codecs are included on every channel.
 12. It always includes unlimited users.

- B. Can write directly to edit ready storage without the need to transfer.
- C. Can add additional channel count within the same management platform.
- D. Has browser-based management platform.

System Operational Characteristics

- A. System shall be able to support salvos
 - 1. Creation, editing or assigning salvos to control clients shall not interrupt operations
- B. System shall be able to interface with 3rd party automation systems and other routing systems

Performance Characteristics

- A. System shall support 50 hardware clients, and 25 software clients attached directly to a frame, and up to 100 total clients when a central controller is used
- B. System shall support database and/or configuration update to frames and all control clients within 30 seconds

System Timing Characteristics

- A. System shall support 1 looping reference, which can support up to 4 independent switch points for different formats within the frame based on timing specified per SMPTE RP-168.

Regulatory Compliance

- A. UL 60950-1 Am1; Am2
- B. FCC Part 15 Sub Part B Verification

SYSTEM SHOULD INCLUDE A CLIP PLAYER

Media IO – preferred clip player, XPression would be alternate choice
 Must have the capability to record or playback straight to/from the EVO

TV CONTROL ROOM RECONFIGURATION AND RENOVATION

Redesign of Control Room. The TV Control Room will be the primary audio/video production control environment for multi-camera video productions in the City Council Chambers. Includes racks, monitors, multi-viewer driven displays, and furniture as necessary. Provide a 24-hour response or call back for reported issues.

INSTALLATION/INTEGRATION INTO EXISTING SYSTEM

Installation Materials: Provide all equipment cabling, racks, power sources and hardware needed.

LABOR

Provide all labor for installation, configuration, integration and testing.

SERVICE AGREEMENT

Include warranty conditions for installation and system assurance packages.

Provide an option for extended yearly maintenance warranty.

Support Technicians must be able to respond and be onsite within 24 hours of being notified.

ANNUAL REOCCURRING MAINTENANCE & SUPPORT COSTS

List each item individually with pricing

FREIGHT

Include estimated ground shipping costs

SYSTEM TRAINING

Provide Integrated System Training

Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address, and phone number.

2. What day(s) and time(s) is the primary contact available?

3. Provide a brief history of the company.

4. Describe any name or ownership changes in the past five (5) years.

5. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City's legal review).

6. Provide at least four (4) references of current or past clients for the same services being requested. Include the following information for each reference:

- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Population

7. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown and a grand total.
- The City reserves the right to choose all, or a portion of the items proposed.

Evaluation Criteria:

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

- All costs related to the project, both initial and ongoing.
- The ability to serve the City of O’Fallon’s needs for multiple years.
- Adherence to the requested information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the Vendor
- Functionality with current infrastructure

END OF SCOPE OF SERVICES

CITY OF O'FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 24-096 and to all the conditions imposed herein, the undersigned offers and agrees to provide Video Production, Routing System and Control Room Upgrades for the City of O'Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

| | | | |
|---|------------------------|------------------------|------------------------|
| Acknowledge the receipt of addenda by initialing box below as appropriate. | | | |
| Addenda 1 _____ | Addenda 2 _____ | Addenda 3 _____ | Addenda 4 _____ |

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

ANTI-COLLUSION STATEMENT

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

_____ *Title of Person Signing*

of _____

_____ *Name of Bidder*

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ *Notary Public*

My Commission Expires _____

INSURANCE REQUIREMENTS

GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

WORKER'S COMPENSATION INSURANCE:

The Vendor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

Commercial General Liability Insurance:

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

| | |
|------------------|---|
| Liability Limits | \$1,000,000/Per Occurrence |
| | \$3,000,000/General Aggregate |
| | \$3,000,000 Products/Completed Operations aggregate |
| | Additional Insured status must be provided to the City and confirmed by copy of such endorsement. |
| | An umbrella/excess liability policy can be used to attain the required limits. |

Commercial Automobile Liability Insurance:

The Vendor shall maintain Commercial Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

| | |
|-----------------------------------|--|
| Bodily Injury and Property Damage | \$3,000,000 Combined Single Liability Limit |
| | An umbrella/excess liability policy can be used to attain the required limits. |

CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

NOTICE OF LAWSUIT:

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

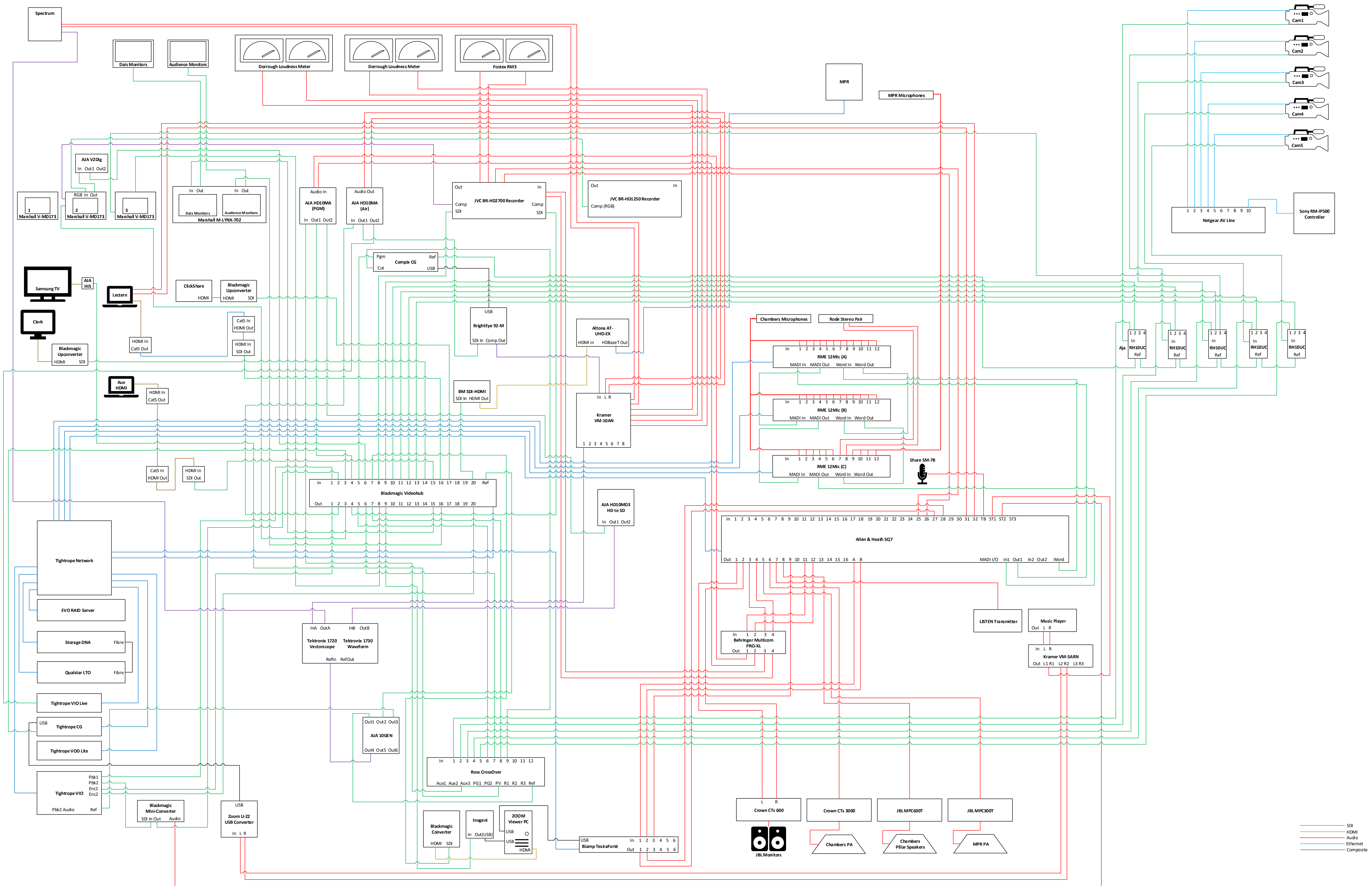
CHOICE OF LEGAL COUNSEL:

The contractor shall provide coverage as stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against the City.

DISPUTES:

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

END OF INSURANCE REQUIREMENTS



- SDI
- HDMI
- Audio
- Ethernet
- Composite