

**CITY OF O’FALLON, MISSOURI
REQUEST FOR PROPOSAL #19-035**

CARSHIELD FIELD STADIUM PROGRAMMING AND OPERATIONS

GENERAL:

The City of O’Fallon, Missouri (the “City”) requests proposals for a full service contract for the programming, operation, maintenance and management of the City’s CarShield Field Stadium (“stadium”). The City currently has a tenant providing these services, with a contract until December 2019. The arrangements contemplated under this Request for Proposals will begin in January 2020 and end in a time to be negotiated. The City will be requesting a business plan from each proposer including annual operational goals and objectives, financial projections, and stadium improvements.

PURPOSE:

To obtain an appropriate contract from a lessee with genuine interest in the year round use, programming, operation, maintenance and management of CarShield Field Stadium, a multi-use outdoor sports complex. This will include but not be limited to:

- Provide professional athletic team(s) to play in this facility
- Provide opportunities for amateur athletes to play in this facility
- Operate a full concession and catering service within this facility
- Provide a variety of other events for patrons to enjoy; i.e. concerts, competitions, political rallies, etc...

PROPOSAL SUBMISSION AND WITHDRAWAL:

The City requests a response through mail or delivery at City Hall before 2:00 p.m. CDT Tuesday, May 21, 2019. Along with the statement of qualifications, the City requests a sealed proposal for a full service contract for the programming, operation, maintenance and management of the City’s CarShield Field. It is the sole responsibility of the proposer to ensure the proposal arrives on time and at the correct location. A duly authorized officer of the business must sign the proposal, and include the completed qualification and proposal packages, clearly identified as follows:

City of O’Fallon, Missouri

Attn: Julie Moellering, Purchasing Agent

RE: RFP #19-035 CarShield Field Stadium Programming and Operations

100 North Main Street

O’Fallon, MO 63366

Proposals are submitted to the Purchasing Department. If supplemental materials are required or requested, then they are submitted as part of the proposal package. After the proposals have been opened, supplemental materials will not be accepted, unless requested by the Purchasing Department. Submission or distribution by the proposer of unsolicited supplemental materials to City employees may result in rejection of the proposal.

Proposals may be withdrawn by notifying the City in writing prior to the submissions deadline. To avoid misinterpretation or illegible responses, the proposal form is not to be hand written.

CarShield Field will be available for a group tour on Friday, April 12, 2019 at 1:00 P.M. (central time). All questions must be submitted in writing to Julie Moellering, Purchasing Agent, no later than 2:00 P.M. (CDT) on

Friday, April 19, 2019 via email jmoellering@ofallon.mo.us or fax (636) 978-4144. The City will only respond by the end of day on Tuesday, April 30, 2019 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

METHOD OF AWARD:

The City shall select the proposal offering the best overall opportunities and value to the city taking into consideration, quality and level of services, qualifications, experience, responsiveness to the terms and conditions provided herein, other evaluation criteria described in this request, and any other information or circumstances deemed relevant by the City. The City requests the proposer's best and final proposal and the City reserves the right to negotiate the terms and conditions of the proposer's proposal. The City reserves the right to waive any irregularities and to waive any variances from the original proposal specifications. Alternative proposal may be submitted and may be considered or accepted or rejected by the City; the City reserves the right to accept certain portions of the proposal and reject some or all of the alternatives. The City may reject any and all bids as deemed appropriate by the City. The City reserves the right to resolicit bids at a later time as deemed appropriate by the City. The City reserves the right to reject all bids and, in lieu thereof, extend the current contract for operation and management of CarShield Field Stadium.

COMPETENCY OF PROPOSERS:

Pre-award inspection of the proposer’s existing facilities, equipment and operations may be made by the City prior to award of contract(s).

Proposals will be considered only from firms regularly engaged in the business of providing the products/services requested hereunder and who can produce evidence that they have an established, satisfactory record of performance for a reasonable period of time, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily program, operate, manage and maintain this facility if awarded a contract under the terms and conditions herein stated. The term “equipment” and “organization” as used herein shall be construed to mean a fully equipped and well-established company as determined by the City.

1. Proposer must have all necessary licenses and permits as may be required to operate the type of requisite business.
2. Proposer must submit names and addresses of all persons having a financial interest in the business such as, but not limited to, individual owners, partners, limited partners, officers, directors, and stockholders indebted to the company in excess of \$2,000 at the time of proposal submission.

EVALUATION CRITERIA:

The basis for the evaluation of proposals received includes, but is not limited to, the following considerations:

- Quality and extent of services proposers is able to provide.
- Proposed monetary payments to the City.
- The City’s previous experience with the business.
- Compliance and responsiveness to proposal specifications and all terms and conditions set forth herein.
- Adherence to the requested proposal format. This includes the thoroughness of the proposal as well as the format of the presentation.
- The business’s experience providing similar services.
- References.

MINIMUM QUALIFICATIONS:

All proposers must furnish satisfactory evidence that the proposer has previously performed this service, is authorized to conduct operations in the State of Missouri and is currently in compliance with all federal and Missouri regulating agencies.

ENCLOSURES/SUPPLEMENTAL INFORMATION:

Proposer shall include with its proposal the following information (and any other information required in this Request for Proposal):

- (a) Qualification Request (Appendix A) enclosed.
- (b) Specifications/Proposal Sheet(s) (Appendix B) enclosed.

PROPOSAL SPECIFICATIONS/GENERAL TERMS AND CONDITIONS:

Proposals are subject to the terms and conditions of this Request for Proposals, and the attached specifications. Proposer shall clearly identify in its proposal any deviations from the specifications and/or terms and conditions set forth in this Request for Proposal.

REVIEW OF QUALIFICATIONS:

The information regarding the firm’s qualifications shall be submitted on the form presented in Appendix A or in a similar format. To avoid misinterpretation or illegible responses, the proposer should not complete the qualifications request form in hand writing.

AMENDMENTS TO RFP:

In the event it should be necessary to revise any portion of this RFP, the 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: <http://www.ofallon.mo.us/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.

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.

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.

CONTACT WITH CITY OF O’FALLON PERSONNEL:

As specified above, all contact with the City shall be channeled through the Purchasing Agent. Contact with other City employees, officials, or City Council members is NOT to be made by responding proposers throughout the entire process.

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.

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. (Requirements Attached)

PAYMENT TERMS AND CONDITIONS:

The City’s payment terms are Net 30 days.

SITE DESCRIPTION:

The site consists of a parcel of land, approximately 20 acres, located immediately south of Tom Ginnever Avenue and immediately east of TR Hughes Blvd, approximately 7 additional acres, and the parking areas west of the stadium across TR Hughes Blvd. Lease includes all buildings, storage facilities, parking areas and maintenance areas.

PROPOSAL INSTRUCTIONS:

1. Each proposal shall consist of one original (identified as such), six (6) copies (identified as such), and one electronic copy on CD or flash/thumb drive of the complete proposal. The file submitted on CD or 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 are due on Tuesday, May 21, 2019 at 2:00 p.m. CDT.
2. Each proposal must be sealed and clearly marked “RFP #19-035 CarShield Field Stadium Management and Operations” with the date and time of the proposal opening on the envelope.
3. Each proposal shall be made on the attached proposal form and must include all documents in this proposal package and must include the signature of the owner or authorized officer of the organization submitting said proposal and the complete mailing address of said organization. Please provide a certificate of insurance showing required limits with proposal.
4. Each proposal shall include a letter from the proposer accepting the specifications and the terms and conditions outlined in this Request for Proposal. In the event the proposer does not accept any of the specifications and/or terms and conditions set forth herein, the proposer shall clearly identify which specifications and/or terms and conditions the proposer cannot accept and which are not included as part of the proposal. Please note the proposal may be rejected as a result of any variance with the specifications and/or terms and conditions provided in this Request for Proposal.
5. All proposers must furnish satisfactory evidence to the City that they have previously furnished these equipment/services; they are authorized to conduct operations in the State of Missouri; and they are currently in compliance with all federal and Missouri regulating agencies.
6. Proposals will be opened in private by City staff. A response summary of proposals will be available by contacting Julie Moellering, 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 the Notice of Award is issued for this RFP, the Responses shall be held in confidence and shall not be available for public review.

QUESTIONS:

Questions regarding the Request for Proposal should be submitted to:

Julie Moellering, Purchasing Agent
100 North Main Street, O’Fallon, Missouri 63366
Phone: (636) 379-5527
Fax: (636) 978-4144
jmoellering@ofallon.mo.us

PROPOSAL FORMS:

Proposals must be submitted on all attached forms. Failure to do so will be considered basis for rejection. The proposal form(s), or copy thereof, must be complete for all items. To avoid misinterpretation or illegible responses, the proposer should complete the proposal form using a computer.

FORMAL PRESENTATIONS:

Prior to awarding the contract, the City may require a formal presentation by the proposer to discuss and clarify proposal details.

AWARD OF CONTRACT:

Once a tentative agreement has been formulated, the City’s staff will make a recommendation to the City Council for review and approval. At any time, the City may modify its choice of a selected business if circumstances indicate it would be in the best interest of the City.

PROPOSAL VALID FOR NINE (9) MONTHS:

No proposal may be withdrawn for a period of nine (9) months following the date specified for receipt of the proposals.

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 a Notice of Award 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.

FINANCIAL PROPOSAL:

The financial proposal will detail the revenues the City of O’Fallon, Mo will receive each year.

RENEWAL & EXTENSION:

The successful bidder will be awarded an agreement for up to five years with options to renew as set forth in the final agreement.

Name of Entity: _____

Contact Person: _____

Telephone: _____

Name of Entity: _____

Contact Person: _____

Telephone: _____

Experience with Private Entities:

Provide a list of entities that the business has provided similar services. Include the name of the entity, contact person and telephone number. Emphasize private sector receiving services similar to those being proposed for the City of O’Fallon. If the space below is not sufficient, attach a list.

Name of Entity: _____

Contact Person: _____

Telephone: _____

Name of Entity: _____

Contact Person: _____

Telephone: _____

Pending Matters:

Are there any current or past litigation? Yes () No ()

Is the business involved in pending acquisitions, consolidations, or mergers? Yes () No ()

Are there any matters or circumstances that would prevent the business from entering into a contract or performing services for the duration of the contract? Yes () No ()

If yes is checked to any of the above, please explain: (attach additional sheets as necessary)

General Information:

Name of Business:

Address:

Summary of Overall Business:

Years of Service and Experience:

Financial Information:

1. Financial Statement
 - a. All sources of financing for the Lease must be explicitly demonstrated.
 - b. Proposer shall attach a Balance Sheet and Income Statements utilizing Generally Accepted Accounting Principles for the most current year to date period and a previous year, both of which must have been prepared by an independent Accountant. If the proposer is an individual, substitute the proposer’s statement of Net Worth prepared by an independent Accountant.
 - c. All proposers must submit copies of their Missouri and Federal Income Tax Returns for 2017 and 2018.
 - d. Corporate or Partner proposers shall also submit Securities and Exchange Commission form 10K – for each principal of the firm for 2017 and 2018.
2. The Proposer must be willing to provide information required for a credit check if the City of O’Fallon, MO deems this necessary.
3. Has the Proposer, or any entity the proposer has had an ownership interest in, ever had a bond or security cancelled or forfeited, petitioned for bankruptcy or declared bankruptcy?
Yes () No ()

If yes is checked to any of the above, please explain: (attach additional sheets as necessary)

APPENDIX B
SPECIFICATIONS/PROPOSAL
CARSHIELD FIELD STADIUM MANAGEMENT AND OPERATIONS

INTRODUCTION

1. The Proposer agrees that the owners of the company or the officers of the company (if a corporation) shall be responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.
2. Proposer agrees that in the performance of any contract awarded, not to discriminate or permit discrimination in the hiring practices of Proposer or in the performance of the contract on the basis of race, gender, religion, political affiliation, or national origin.
3. Proposer shall comply with all laws and ordinances of the City of O’Fallon now in existence or hereafter adopted.
4. Please respond to the required information requests below.
 - a. The number of years your company has performed services similar to those requested.
 - b. A description of past or present work performed during the past five years by the Proposer similar to those requested.
 - c. A list of three references. Please include contact name, telephone, fax numbers and email address.
 - d. Your company’s ability to provide minimum insurance requirements specified in the attached Insurance Requirements on page 16-17 of this document and your willingness to indemnify the City to the extent as required.
 - e. Clearly identify all portions of the City’s property that the proposer intends to use in the course of its operations with a note as to the purpose for each area being used.
5. The City wants your firm to develop a complete understanding of the operations, maintenance and management of the City’s CarShield Field Stadium Operations. Your firm will have the opportunity to evaluate and inspect the facility and area of operations included in the scope of this potential agreement. The City is intent on providing your firm with the information you need in order to complete this proposal.
6. Please submit a detailed proposal and lease pricing for a five (5) year contract. The proposal and pricing must include detailed breakdowns of all cost factors and must identify any terms or qualified conditions which your firm deems necessary to fulfill your commitments with this proposal.
7. The length of your proposal is limited to 20 pages. The pages of your proposal are to be single sided with a font size of at least 12 pt. Your firm must use the format described in this Request for Proposal in the production of your proposal document.
8. In the appendix of your document, please provide a computer generated spreadsheet that includes the following information:
 - each employee position by title
 - designate whether hourly or salaried employee
 - proposed operations budget

9. The maintenance and repair of all the City’s assets included in the scope of services shall be expected and included in this Request for Proposal. Each month during the course of the contract, both the Proposer and the City shall meet to review the maintenance need of the facility. If the City feels that the maintenance is not adequately being performed on the property, the City may perform the needed repairs and deduct those costs from the billing under the contract.
10. The City reserves the sole right to evaluate the proposals, to reject any or all proposals, in whole or in part, and to accept only those proposals deemed to be in the best interests of the City of O’Fallon. Lease pricing is not the sole criteria to be used by the City to determine who to award this contract to, but it naturally will play a key role. Many other factors will be considered by the City as it makes this decision and the proposals will also be judged on their clarity, comprehensiveness and inclusiveness.
11. Your firm is invited to attend a pre-proposal meeting (encouraged but not mandatory) on Friday, April 12, 2019 at 1:00 p.m. The meeting will be conducted by Cindy Springer, Director of Parks and Recreation located at 900 TR Hughes Blvd., O’Fallon, MO 63366. This meeting will be the only opportunity for proposers to view the property and the City will not conduct any other on-site meetings.

PROPOSAL FORMAT:

The proposal format used in your document should be divided into the following categories:

1. Executive Summary
2. Key Issues for Consideration
3. Technical Proposal Form
 - a. List of key personnel assigned to this operation and their function.
 - b. Detailed resume of management personnel, including concessions.
 - c. Documentation of previous experience in management and operation of a similar type facility.
 - d. Proof of ability to obtain required insurance coverage.
4. Business Plan of Operations
 - a. This section will be a detailed and comprehensive plan of the proposer’s approach and plan for management and operations of this facility.
 - b. Include proposer’s financial history and ability to finance, manage, operate and maintain this facility.
 - Cash and inventory controls
 - Estimated annual gross revenues and operating costs
 - c. Include proposer’s ability and creativity to offer quality services and events to the public.
 - d. Include proposer’s capital maintenance plan for this facility for each five year lease.
 - e. Include a detailed marketing and promotions plan.
5. Lease Fee Proposal
 - a. This section shall contain a complete list and detail of :
 - Annual lease fee, method and timing of payments
 - Annual percentage increase of lease fee
 - Annual Naming Rights percentage
 - Additional event payment options
 - Annual capital improvements plan
 - City Events and Opportunities
6. Sample Contract

PROPOSAL FORM:

Proposer’s Authorized Representative, having familiarized himself/herself with the specifications and the proposal form hereby proposes to furnish the goods specified at the price quoted, including delivery to the City of O’Fallon and all applicable taxes, as follows:

First Five Year Lease Proposal

Annual Lease Payment \$ _____

Annual percentage Increase \$ _____

Annual Naming Rights Payment \$ _____

Additional Events Payment Options (Describe) \$ _____

Stadium Improvement Annual Plan (Describe) \$ _____

Other Benefits to the City _____

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

Contractor _____

Address _____

Telephone _____

Contact Name _____

Authorized Signature _____

Date: _____

Print Name _____

Title: _____

Email Address _____

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 19-035 and to all the conditions imposed herein, the undersigned offers and agrees to provide programming and operations at CarShield Field Stadium for the City of O’Fallon in accordance with the scope of work 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]

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
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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.