



City of O'Fallon
Entertainment Procurement & Production
Request for Proposals #20-046

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 20-046

ENTERTAINMENT PROCUREMENT & PRODUCTION

June 26, 2020

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 sealed competitive proposals from qualified companies capable of providing entertainment procurement and production services for the City of O’Fallon. The RFP states the overall scope of services desired and specific functionality.

The City of O’Fallon is seeking a Talent Buyer / Production Company to coordinate all aspects of managing and producing concerts with national and regional entertainment for the annual Heritage and Freedom Fest on July 3rd and July 4th, 2020 through July 3rd and July 4th, 2023 at the Ozzie Smith Sports Complex.

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.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	June 26, 2020
Deadline for submission of questions:	July 9, 2020 at 12:00 PM CDT
Proposal submission deadline:	July 22, 2020 at 12:00 PM CDT

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 **July 22, 2020 at 12:00 P.M. (prevailing central time)**. Each proposal shall consist of one original (identified as such), two 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 must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 20-046 Entertainment Procurement & Production**” 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 Julie Moellering, Purchasing Agent, no later than 12:00 P.M. (CDT) on July 9, 2020 via email jmoellering@ofallon.mo.us or fax (636) 978-4144. The City will only respond by the end of day on July 14, 2020 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>

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: <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.

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 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 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 three (3) 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 three (3) 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 three (3) 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 two (2) 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 ready to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement (City furnished)
- 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.

A Certificate of Insurance must be received from the production company and all sub-contractors. The minimum insurance requirements are attached.

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:

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

CITY OF O'FALLON, MISSOURI

RFP NUMBER 20-046

SCOPE OF SERVICES

The Heritage & Freedom Fest is the second largest Independence Day celebration in the St. Louis Metro Area. 2021 will mark the 41st year for this event with an estimated 125,000+ in attendance last year. The Heritage and Freedom Fest features live performances by national recording artists, variety sideshows, fireworks, carnival rides and midway. Admission, parking, and shuttle service are free.

1. Identify and Secure Entertainment:

- Work with Festival Management to create a schedule of family-friendly entertainment to draw large audiences to the venue.
- Provide list of current acts available on July 3rd and July 4th; in a variety of music styles. Popular artists in the past have been; rock, classic rock, southern rock, country, new country, and contemporary artists.
- Research acts of interest and how they are performing at other dates (locations/types of venues, ticket prices, percentage of tickets sold each date).
- Secure 100-mile radius clause, 60-day before and after clause for entertainment booked. Include non-cancellation clause to be signed by artist.
- Negotiate, bid, and contract artist.
- Final contract, conditions, production (stage, lighting, etc.) costs and rider must be reviewed by the City of O'Fallon legal department before sending to artist's agent. Offer can only be made with the approval of the Festival Management.

2. Rider Requirements:

- Negotiate rider requirements – eliminate non-essential items as decided by Festival Management. Alcoholic beverages, tobacco, or expensive requests will not be considered.
- Negotiate entertainment acts' merchandising agreement and provide staffing as required by artists.
- Coordinate details of meet-and-greet with Festival Management two weeks prior to event and provide on-site event day supervision.

3. Concert Production:

- Coordinate with act, act's management, act's agency, sound & lighting company:
 - All staging
 - Air and/or ground transportation to and from venue
 - Hotels and rooming lists for performers
 - Coordinate distribution of parking passes, hospitality, caterers, etc.
- Two weeks prior to concert, submit in writing to Festival Management:
 - Schedules of all acts arrival & departure to and from venue as well as mode of transportation.
 - Must provide / arrange modes of transportation required for each entertainer.

- Coordinate schedules with Festival Management for set-up and tear-down.
- Provide schedules for sound check, hospitality requirements, including meals, etc. to ensure timely sound check and on-time performances. City provided stage hands are to be included in the meal count.
- All sub-contractors must be approved by Festival Management. Including, but not limited to, sound and lighting companies, caterers, etc.
- Manage and provide all aspects of the concert including stage manager, stagehands, sound and lights, backline equipment, catering, and security. No city owned property will be provided.
- Provide on-site conflict / crisis resolution between artists, management, and venue.

4. Promotions & Sponsorship:

- Production Company to provide marketing and media assistance and consultation on promotion, marketing, and sale of event.
- Work with Festival Management to maximize sponsorship opportunities with existing sponsors and acts' tour sponsors.
- Provide leads for potential main stage sponsorship
- Check on advertising conflicts in the case of a sponsor, especially signage.
- Secure artist PR photo and electronic media kit within 10-days of contract signing.
- Work with act road management to arrange radio and/or television interviews.

5. Taxes:

- Handle all tax related documents including payments with each individual act.

SUBMITTAL SHEET

1. Provide list of acts currently on tour that are available on July 3rd and/or July 4th, 2021 with current pricing and production costs. One (1) headliner act for July 3rd up to \$50,000 (country genre) and one (1) headliner act for July 4th in the pricing tier up to \$100,000 (rock genre). This does not include opening acts. An additional three (3) to five (5) opening acts are to be secured over the two days. The number is dependent on the timeline of the stage. The total price point is estimated to be between \$25,000 - \$30,000. Include any deposits required by Production Company or Artist.

2. Rider requirements:

- Talent Buyer to provide all rider items.
- City of O’Fallon to provide all rider items.

3. Talent Buyer / Production Company Fee:

- Percentage (specify) _____
- Flat rate (specify if cost is per artist or per day)_____

Specify services included with this fee (use additional sheets as necessary):

Specify services requiring extra charges (use additional sheets as necessary):

4. Concert and Production Fees:

Stage	\$
Decking with two sets of stairs, barricades, ASL platform with steps	\$
Sound	\$
Lights	\$
Directional Lights (optional)	\$

LED Screen & camera crew/ tech (optional)	\$
Rigging or support requirements	\$
Stage Manager & Support Staff including Merchandise Staff	\$
Hospitality	\$
Union Labor	\$
Backline equipment	\$
Security	\$
Transportation & Trucking	\$
Other (specify)	\$

5. Promotions and Sponsorship:
Specify assistance provided and if there is an additional cost.

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:

- Company name
- Address, city, state, zip
- Contact information

7. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown and a grand total.
- The City reserves the right to choose all, none, or a portion of the items proposed.

8. Renewal & Extension:

- In the event that the City of O’Fallon exercises its options to renew the contract for two (2) additional one (1) year periods pursuant to the applicable provisions outlined in this document, the Proposer shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The proposer is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods. Furthermore, the Bidder is advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn’t requested, documentation of need must be provided at the time of renewal.

Optional 1st Renewal Period Maximum % Increase over Total Bid Price: _____ %

Optional 1st Renewal Period Maximum % Decrease over Total Bid Price: _____ %

Optional 2nd Renewal Period Maximum % Increase over Total Bid Price: _____ %

Optional 2nd Renewal Period Maximum % Decrease over Total Bid Price: _____ %

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 in the specifications, thoroughness of the proposal, as well as the overall format of the presentation.

- The ability to have the buying power to secure national entertainment at the top end of our budget.
- Working references with past venue and bookings.
- The ability to work with suppliers to provide quality lighting, sound and staging for higher level national entertainment.
- Stay within the proposed budget for each year the agreement is awarded

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 20-046 and to all the conditions imposed herein, the undersigned offers and agrees to provide entertainment procurement and production services 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]

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	\$2,000,000/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