



**City of O'Fallon
Heritage & Freedom Fest: Carnival/Concession Services
Request for Proposals #25-072**

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 25-072

HERITAGE & FREEDOM FEST: CARNIVAL/CONCESSION SERVICES

September 26, 2025

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 sealed proposals from qualified companies capable of providing carnival/concession and ancillary services for the O’Fallon Heritage & Freedom Fest held July 1- 4, 2026 at the Ozzie Smith Sports Complex. The event can take place dependent of the bid timeframe of three (3) or four (4) days around the 4th of July, with exact dates varying slightly each year. It is estimated that attendance for the event will be in excess of 65,000 people over a three or four-day period, but the City of O’Fallon does not represent or guarantee that attendance will reach any specified amount.

This RFP is a three-year commitment (2026 – 2028) with two single year extensions available in 2029 and 2030 exercised at the sole discretion of the City of O’Fallon, Missouri and the RFP states the overall scope of services desired and specific functionality.

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:	September 26, 2025
Deadline for submission of questions:	October 2, 2025, at 12:00 P.M. CDT
Proposal submission deadline:	October 14, 2025, at 12:00 P.M. 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 October 14, 2025, at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and one (1) 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 # 25-072 Heritage & Freedom Fest: Carnival/Concession Services**” 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 12:00 P.M. (CDT) on October 2, 2025, via email cgrabin@ofallonmo.gov. The City will only respond by the end of day on October 7, 2025, 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 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 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 25-072

SCOPE OF SERVICES

The City of O'Fallon, MO is seeking sealed proposals for carnival/concession services for the annual Heritage & Freedom Fest.

The initial contract shall be in effect for a three-year period with an option to renew for two additional one year periods. It is the intent of the City to award one contract, however multiple contracts may be awarded if it is in the best interest of the City to do so.

Proposals are not limited to, but should include the following:

GENERAL INFORMATION:

1. Name of firm principal to be manager of the contract. Number of employees who will render services to the City. Names and resumes of all key members of Contractor's team to be involved in this project, including the site manager.
2. Previous experience in operating carnival rides and food concession areas. Bidders must have at least five (5) years of experience in these services. Three (3) references within the past five years, including current financial institution must be submitted including names and current telephone numbers of client representatives who have responsible knowledge of the work performed.
3. Contractor's Statement of Ability to meet project time schedule for operating each of the event days. The City reserves the right to amend and approve the menu plan to ensure that no conflicts occur in product or pricing with other vendors on site.
4. Key individuals identified in the proposal will be expected to be dedicated to the project and shall personally perform the work described. These individuals may not be changed without written notification and acceptance by the City of O'Fallon.
5. The Contractor will be responsible for providing proper insurance, personnel, and materials to professionally administer, create, and operate carnival rides and concessions for the O'Fallon Heritage & Freedom Fest to be held on July 1-4, 2026.
6. The Contractor will be responsible for, at its sole expense, supplying all power and equipment necessary for the operation of the Carnival Rides and Concession Stands.
7. The Contractor agrees to provide City with the most recent state inspection of all amenities on site. Any equipment not meeting safety standards and requirements will not be permitted to operate until deficiencies are corrected to the satisfaction of the City.
8. Any other information regarding the Contractor's ability to operate Carnival Rides and Concession Stands or Food Booths that may be of interest to the City.

CONCESSIONS:

9. If proposing to operate food vending booths or concession trailers, list type (i.e. cold drink, hot drink, snack, food) and proposed location, as well as vending prices.
10. A proposed menu and proposed prices of the items to be sold at each of the Carnival Rides and Concession Stands and Food Booths.
11. A list of all food and drink concessions are provided at least two months in advance not to conflict with City event vendors.
12. The City reserves the right to inspect and evaluate the operation and condition of the food service facilities at any time with respect to the quality and quantity of food sold and served, the methods of service, and generally with respect to the safety, sanitation, and maintenance of the facilities and equipment, all of which shall be maintained at levels satisfactory to the City. The Contractor

shall meet all health and food standards and regulations set forth by the City and all federal, state and local laws, ordinances, rules and regulations.

13. The Contractor shall (at its expense), at all times, keep its Carnival Rides and Concession Stands, including windows, interior of the booth and equipment's, clean and sanitary and in full compliance with all federal, state and local laws, ordinances, rules, and regulations. The Contractor (at its expense), will be required to keep all areas within twenty (20) feet of any service window or service area, clean and clear of trash and debris, and spills.
14. The contractor is not permitted to drain any grease traps in gray water tanks or down City Sewers. All grease traps are to be taken upon departure of the event. A \$1,000 fine per occurrence.

RIDES & GAMES:

15. Picture(s) and descriptions of each proposed Carnival Ride.
16. The total number of Carnival Rides for the Event.
17. Picture(s) and descriptions of each proposed Carnival Game.
18. The total number of Carnival Games for the Event.
19. The Contractor shall equip and operate a minimum of eight (8) teen/adult rides, eight (8) youth rides, two (2) Concession Stands/Food Booths, four (4) game booths, and four (4) ticket booths during the event.

TICKETING & PRICING:

20. All ticket sales are done through a third party online ticketing source that is user friendly for customers.
21. A ticketing link will be provided 60 days prior to opening day.
22. List presale pricing, flash sale pricing, and event operation days rate.
23. Sales begin 30 days prior to the event opening date.
24. The amount or percentage of compensation the City will receive from all ticket sales.
25. Ability to provide financial tracking records within two weeks of the last day of operations.
26. Final reports and payment due within 30 days of closing date.
27. Total cost for delivery of products or services including, but not limited to, state & local permits, technician fees, all necessary labor, supervision, equipment, and supervision to locate, assemble, dismantle, and clean up the rides, booths and venue area.

DATES & TIMES:

28. Period of Performance – timeline for operation for booths, rides and concessions are as follows – Dates are subject to change based on the 4th of July and weekend.

a. 2026

- | | | |
|-----------------------------|------------------|-------------------|
| i. July 1 st : | Starts 4:00 P.M. | Closed 10:00 P.M. |
| ii. July 2 nd : | Starts 4:00 P.M. | Closed 10:00 P.M. |
| iii. July 3 rd : | Starts 4:00 P.M. | Closed 11:00 P.M. |
| iv. July 4 th : | Starts Noon | Closed 10:00 P.M. |

b. 2027

- | | | |
|-----------------------------|------------------|-------------------|
| i. July 1 st : | Starts 4:00 P.M. | Closed 10:00 P.M. |
| ii. July 2 nd : | Starts 4:00 P.M. | Closed 10:00 P.M. |
| iii. July 3 rd : | Starts 4:00 P.M. | Closed 11:00 P.M. |
| iv. July 4 th : | Starts Noon | Closed 10:00 P.M. |

c. 2028

- | | | |
|-----------------------------|------------------|-------------------|
| i. July 1 st : | Starts 4:00 P.M. | Closed 10:00 P.M. |
| ii. July 2 nd : | Starts 4:00 P.M. | Closed 10:00 P.M. |
| iii. July 3 rd : | Starts 4:00 P.M. | Closed 11:00 P.M. |
| iv. July 4 th : | Starts Noon | Closed 10:00 P.M. |

29. The Contractor can commence placing, erecting, or otherwise assembling their booths, rides and concessions two days prior to opening. All booths, rides, and concessions must be fully operational one hour prior to opening.
30. The Contractor will not start removing, closing, or otherwise disengaging any booths, rides, and concession before 11:59 P.M. the last day of the festival. All booths, rides and concessions must be removed from the Event venue by 5:00 P.M. the following day.
31. The Contractor agrees to have its staff available to open the Carnival Rides and Concession Stands one-half (1/2) hour before scheduled sessions. In the event the Contractor is late in opening a Carnival Ride or Concession/Food Stand, the City will assess a \$100.00 penalty per occurrence, for each Carnival Ride or Concession stand late in opening.
32. The place of performance of this Agreement shall be on a site chosen by the City, with the concurrence of the Contractor, on or adjacent to the Ozzie Smith Sports Complex as identified during a site visit. Such site shall be the Event venue as that term is used herein. The Contractor should call the Festival Manager, Jennifer Hoisington, at (314) 220-2286 upon arrival in O'Fallon so that the Festival Manager can show the Contractor the site.

NOT PERMITTED:

33. The Contractor agrees that shows/prizes will not include any gender propaganda, promotion of any drugs, or controversial flags, nudity, real or implied, nor any lewd or lascivious acts will be presented. The City reserves the right to reject and require removal, at the Contractor's sole expense, of any and all shows/prizes that are deemed inappropriate for this family event. The City shall be responsible for inspecting and determining the appropriateness of any questionable shows/prizes. **NO LIVE ANIMALS** shall be used as prizes.
34. The Contractor agrees that the Contractor's employees, agents, officers, directors, and their successors and assigns will not bring, use, or otherwise distribute alcoholic beverages, controlled substances or their substances prohibited by City, state or federal law at the Event venue.
35. The Contractor shall not permit any dogs or other pets at the Event venue except with prior written approval of the City.
36. The Contractor agrees that no "FLAT JOINTS" such as clothespin concessions, etc. nor concessions where money is offered as prizes will be permitted. No ring-the-block or colored dart concessions are to be operated the Event venue. All games must have a degree of skill associated with play. No build-up games will be permitted and maximum play per turn for any game will be limited to \$5.00.

SAFETY & SECURITY:

37. Grounds inspections will be conducted at the end of each day of operation by the City. All deficiencies must be corrected immediately, or the City reserves the right to correct the same at the Contractor's sold cost and expense.

CODE OF CONDUCT:

38. The City reserves the right to require the Contractor to remove any employee from working at the Event venue if, in the sole opinion of the City, such employee is incompetent or disorderly or disruptive.
39. The Contractor is responsible for the conduct of its officers, directors, employees and/or agents.

EXPECTATIONS/RESPONSIBILITIES OF CONTRACTOR:

40. The Contractor will have a designated area for operations assigned by the City. Any space used outside the designated area will be assessed a vendor fee based on the festival grounds commercial

merchandise current rate for a 10x10 space. The Contractor will be invoiced for the additional 10x10 space used.

41. Contractor guarantees that any music or noise generated by rides will not interfere with the activities taking place on the main stage. The City will provide the Contractor with a general venue map by two weeks prior to opening.
42. The Contractor shall collect all litter and refuse incidental to the operation of the Concession or Food Stands and remove it to proper dumpsters or containers as provided by the City. The City shall remove from the premises all such litter and refuse collected by the Contractor provided it has been placed in closed dumpsters or containers. The City will provide a minimum of four (4) one-cubic yard dumpsters at the Event venue.
43. The Contractor further agrees to clean the area where the Contractor's vehicles are parked of all debris on a daily basis while the Event is in operation and to clean up the entire area, including the assigned areas for carnival vehicle parking at the conclusion of the Term.
44. The Contractor agrees to provide a competent venue manager at the Event venue and available to the City during all hours of operation of the Event. This manager shall possess all authority to act on behalf of the Contractor.
45. All Contractor personnel, employees, agents, etc. shall be neatly dressed and in some sort of "uniform" i.e., Golf style Shirts, Tee Shirts, baseball caps, jackets, etc. to ensure that they are readily identifiable to the City and the patrons.
46. The Contractor will provide amusement displays and devices including, but not limited to, shows, riding devices, concessions, food booths, illuminated towers, and music at the Event venue.
47. The Contractor agrees to prominently display signs provided by the City that state: "NO MONEY PRIZES ALLOWED: NO BUILD-UP GAMES ALLOWED: REPORT ALL PROBLEMS TO CITY PERSONNEL", or words to that effect.
48. All Contractor vehicles, including those vehicles belonging to employees or agents of the Contractor must be parked in a designated area only. The City will not allow Buses, RV's, or other large "housing" vehicles to be parked on City property during the Term of the Agreement.
49. Any damage to the property as a result of loading in or out carnival equipment will be invoiced to the Contractor.

RESPONSIBILITIES/EXPECTATIONS OF THE CITY:

50. The City will provide a minimum of eight (8) portable-type restroom facilities, with at least two (2) handicapped units, during the entire Event.
51. The City will provide sufficient hay or straw to cover unpaved areas in case of adverse weather conditions.
52. Parking for advanced staging of rides and empty containers before and during the event.
53. Parking hangtags and instructions on proper parking locations.
54. Evening security one night prior to opening and on-site police presence during operations.
55. The City with consideration of the Contractor will determine the number of days of operation based on a three (3) day or four (4) day event. This is determined on the impact of the 4th of July based on each calendar year. Considerations will include financial success for all parties involved.

Supplemental Information (use additional sheets as necessary):

1. The Contractor is bidding on a THREE day event or FOUR day event.

☐ 3 DAY EVENT ☐ 4 DAY EVENT ☐ EITHER OPTION

2. As part of our commitment to accessibility and inclusion, is your company able to provide specialty hours or accommodation for sensory participants during a mutually agreed upon time frame. This may include but not limited to adjustments in lighting and noise levels.

Please provide details regarding your capabilities and experience.

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

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

5. Provide a brief history of the company.

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

7. Provide at least five (5) references of current or past clients for the same services being requested.

8. Include the following information for each reference:

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

9. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown of services for each year of the three year agreement.
- The City reserves the right to choose all, none, or a portion of the items proposed.

Pricing:

Provide pricing for various ticket levels offered, concessions, and games below.

TICKETING

YEARS	FLASH SALE PRICING	PRE-SALE PRICING	ONSITE PRICING	CITY % OF SALES
2026				
2027				
2028				

CONCESSIONS & GAMES PER UNIT

YEARS	CONCESSIONS	GAMES
2026		
2027		
2028		

Renewal Clause:

In the event that the City of O’Fallon exercises its options to renew the contract for two (2) additional (1) year periods pursuant to the applicable provisions outlined in this document, the

Bidder shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The bidder is cautioned that the percentages shall be computed against the ORIGINAL YEAR 3 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 Year 4 Renewal Period Maximum % Increase over Original Year 1 Bid Price: _____ %

Optional Year 4 Renewal Period Maximum % Decrease over Original Year 1 Bid Price: _____ %

Optional Year 5 Renewal Period Maximum % Increase over Original Year 1 Bid Price: _____ %

Optional Year 5 Renewal Period Maximum % Decrease over Original Year 1 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):

1. Fees, ticket pricing, and percentages of revenue
2. Quality of product safety and ride availability
3. Ticketing software and ease of customer use

4. Reputation/References
5. Completeness and professionalism of the proposal (including suggested decorations)
6. Experience with similar agencies

Award Requirements:

Once the City is ready to award the contract to the selected firm, the firm 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.

CARNIVAL / CONCESSION AGREEMENT

This CARNIVAL/CONCESSION AGREEMENT (the "Agreement") is made this ____ day of _____, 2026 by and between the City of O'Fallon, Missouri (the "City"), a Municipal Corporation, having its principal offices at 100 N. Main Street, O'Fallon, MO, 63366, and _____ (the "Contractor"), a _____ corporation having its principal offices at (address) _____.

NOW, THEREFORE, the City and Contractor agree to the following:

TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- 1.1. **Length of Term.** The conditions of this Agreement shall commence as of January 1, 2026, and shall continue through July 6, 2026 (the "Term"). This Agreement is subject to termination by the City, at its sole discretion, in the event of the sale or destruction of the Event venue, or for the default by the Contractor or other cause, including, but not limited to, the failure of the governing body to appropriate necessary funds for the event.
- 1.2. **Option Years.** This Agreement includes the option for two, one-year renewals or extensions to include the 2029 and the 2030 O'Fallon Heritage & Freedom Festival(s), to be awarded or exercised at the sole discretion of the City of O'Fallon, Missouri. If an option to renew or extend beyond the 2028 year is approved and the Agreement is extended, the City reserves the right to negotiate an increase in the monthly Percentage and Guaranteed Amount. Escalated price for both the City and Contractor may be taken into account, and in no case will it be lower than the original Agreement.
- 1.3. **Contract Documents.** The Contract Documents which comprise the entire agreement between the City and Contractor concerning the carnival and concession services as described herein consists of the following:
 - 1.3.1. Carnival / Concession Agreement.

If any conflict exists between the terms of said documents, the terms of the Carnival / Concession Agreement are to control, followed by the Request for Bids.

2. SERVICES

- 2.1. **General.** The Contractor will be responsible for providing the proper insurance, personnel, and materials to professionally administer, create, and operate three (3) days or four (4) days of carnival rides and concessions for the O'Fallon Heritage and Freedom Festival to be held on July 1, 2026 through July 4, 2026. These services are to be in accordance with the terms and conditions as set forth herein and as set forth in the Request for Bids and the Contractor's Bid.
- 2.2. **Minimum Specifications.** The Contractor shall equip and operate a **minimum** of one (1) thrill ride, six (6) teen/adult rides, eight (8) youth rides, two (2) Concession/Food Stands, (4) game booths, and **four (4) ticket booths** during the Event with signage.
- 2.3. **Installation and Operation of Equipment.** The Contractor will be responsible for, at its sole expense, supplying all power and equipment necessary for the operation of the Carnival Rides and Concession Stands.

3. COMPENSATION

- 3.1. Contractor agrees to pay the City XXX (TBD) percent of first \$XX,000.00 in sales and XXX (TBD[JH1]) percent of sales over \$XX,000.00 and in addition, a flat rate of **XXXX per game booth and concession stand**.
- 3.2. The Contractor will need to provide a tracking report of the monies collected in the ticket booth while on property when submitting the final payout.
- 3.3. The Contractor covenants and agrees that the Contractor's employees, agents, etc., will adhere to the City's Policies.
- 3.4. The Contractor is responsible for the total cost for delivery of products and services including, but not limited to, state & local permits, technician fees, all necessary labor, supervision, equipment, and supervision to locate, assemble, dismantle, cleanup the rides/booths and adjacent areas.
- 3.5. The Contractor agrees to pay a penalty in the amount of two percent (2%) of total sales per occurrence, for each ride that is non-operational during any portion of the specified period of performance, as stated in section 4.2. below.

4. PAYMENTS

- 4.1. The Contractor shall pay to the City all compensation due the City by 4:30 P.M. on July 20, 2026. All compensation due the City shall be delivered to Parks & Recreation offices. If the Contractor fails to pay all compensation due by 4:30 p.m. on July 20, 2026, the Contractor shall, in addition to the compensation due, pay the City a late fee of five percent (5%) per month of the compensation due which late fee shall be paid at the time of payment of the compensation due.
- 4.2. **Period of Performance.** The actual services will be provided as set forth herein.
 - 4.2.1. Time. The timeline for operation of all booths, rides, and concessions are as follows:

4.2.1.1.	July 1 Starts 4:00 P.M.	Closes 10:00 P.M.
4.2.1.2.	July 2 Starts 4:00 P.M.	Closes 10:00 P.M.
4.2.1.3.	July 3 Starts 4:00 P.M.	Closes 11:00 P.M.
4.2.1.4.	July 4 Starts Noon.	Closes 10:00 P.M.
 - 4.2.2. The Contractor can commence placing, erecting, or otherwise assembling their booths, rides, and concessions on June 29, 2026. All booths, rides, and concessions must be fully operational by 3:00 PM. on July 29, 2026.
 - 4.2.3. The Contractor will not start removing, closing, or otherwise disengaging any booths, rides, or concession before 11:59 P.M. on July 4, 2026. All booths, rides, and concessions must be removed from the Event venue by 5:00 P.M. on July 5, 2026
 - 4.2.4. **Penalty in Event of Late Opening.** The Contractor agrees to have its staff available to open the Carnival Rides and Concession Stands one-half (1/2) hour before scheduled sessions. In the event the Contractor is late in opening a Carnival Ride or Concession/food Stand, the City will assess a \$25.00 penalty per occurrence, for each Carnival Ride or Concession Stand late in opening.
- 4.3. **Place of Performance.** The place of performance of this Agreement shall be on a site chosen by the City, with the concurrence of the Contractor, on or adjacent to the Ozzie Smith Sports Complex as identified during a site visit. Such site shall be the Event venue as that term is used herein. The Contractor should call the Festival Manager, Jennifer Hoisington, at (314)220-2286 upon arrival in O'Fallon so that the Festival Manager can show the Contractor the site.
- 4.4. **Authority to Enter into this Contract.** The persons signing the Agreement on behalf of the above are authorized to execute and accept contracts of this nature.

5. INSPECTION AND ACCEPTANCE

- 5.1. **Equipment.** The Contractor agrees to permit inspection of all equipment by the City. Any equipment does not meet the City's safety standards and requirements will not be permitted to operate until deficiencies are corrected to the satisfaction of the City.
- 5.2. **Concessions.** The City reserves the right to inspect and evaluate the operation and condition of the food service facilities at any time with respect to the quality and quantity of food sold and served, the methods of service, and generally with respect to the safety, sanitation, and maintenance of the facilities and equipment, all of which shall be maintained at levels satisfactory to the City. The Contractor shall meet all health and food standards and regulations set forth by the City and all federal, state and local laws, ordinances, rules and regulations.
- 5.3. **Employee Behavior.** The Contractor agrees that the Contractor's employees, agents, officers, directors, and their successors and assigns will not bring, use, or otherwise distribute alcoholic beverages, controlled substances or other substances prohibited by City, state or federal law at the Event venue.
- 5.4. **Removal of Employees.** The City reserves the right to require the Contractor to remove any employee from working at the Event venue if, in the sole opinion of the City, such employee is incompetent or disorderly or disruptive.
- 5.5. **Grounds Inspection.** Grounds inspections will be conducted at the end of each day of operation by the City. All deficiencies must be corrected immediately or the City reserves the right to correct the same at the Contractor's sole cost and expense.

6. CONTRACT ADMINISTRATION DATA

- 6.1. **Designation of City Representative.** Ms. Jennifer Hoisington is hereby designated as the point of contact for this Agreement.

7. SPECIAL CONTRACT REQUIREMENTS

- 7.1. The Contractor is responsible for the conduct of its officers, directors, employees and/or agents.
- 7.2. The Contractor shall not permit any dogs or other pets at the Event venue except with prior written approval of the City.
- 7.3. The Contractor will provide amusement displays and devices including, but not limited to, shows, riding devices, concessions, food booths, illuminated towers, and music at the Event venue.
- 7.4. **Prohibited Games.** The Contractor agrees that no "FLAT JOINTS" such as clothespin concessions, etc., nor concessions where money or tokens are offered as prizes will be permitted. No ring-the-block or colored dart concessions are to be operated at the Event venue. All games must have a degree of skill associated with play. No build-up games will be permitted and maximum play per turn for any game will be limited to \$2.00.
- 7.5. **Prohibited Shows/Prizes.** The Contractor agrees that shows/prizes will not include any gender propaganda, promotion of any drugs, or controversial flags, nudity, real or implied, nor any lewd or lascivious acts will be presented. The City reserves the right to reject and require removal, at the Contractor's sole expense, of any and all shows/prizes that are deemed inappropriate for this family event. The City shall be responsible for inspecting and determining the appropriateness of any questionable shows/prizes. **NO LIVE ANIMALS** shall be used as prizes.
- 7.6. **Signage.** The Contractor agrees to prominently display signs provided by the City that state: "NO MONEY PRIZES ALLOWED; NO BUILD-UP GAMES ALLOWED; REPORT ALL PROBLEMS TO CITY PERSONNEL ", or words to that effect.

- 7.7. **Vehicles.** All Contractor vehicles, including those vehicles belonging to employees or agents of the Contractor must be parked in a designated area only. The City will not allow Buses, RV's, or other large "housing" vehicles to be parked on City property during the Term of the Agreement.
- 7.8. **Facilities.** The City will provide a minimum of eight (8) portable-type rest room facilities, with at least two (2) handicapped units, during the entire Event.
- 7.9. **Hay/Straw.** The City will provide sufficient hay or straw to cover unpaved areas in case of adverse weather conditions.
- 7.9.1. **Clean Premises.** The Contractor shall (at its expense), at all times, keep its Carnival Rides and Concession Stands, including windows, interior of the booth and equipment, clean and sanitary and in full compliance with all federal, state and local laws, ordinances, rules, and regulations. The Contractor (at its expense), will be required to keep all areas within twenty (20) feet of any service window or service area, clean and clear of trash and debris, and spills.
- 7.9.2. **Litter and Refuse.** The Contractor shall collect all litter and refuse incidental to the operation of the Concession or Food Stands, and remove it to proper dumpsters or containers as provided by the City. The City shall remove from the premises all such litter and refuse collected by the Contractor provided it has been placed in closed dumpsters or containers. The City will provide four (4) ten (10) cubic yard dumpsters at the Event venue. Grease traps are not to be emptied on City Property or down storm water drains or sewers. All grease is to be taken with you.
- 7.9.3. **Contractor Parking Area.** The Contractor further agrees to clean the area where the Contractor's vehicles are parked of all debris on a daily basis while the Event is in operation and to clean up the entire area, including the assigned areas for carnival vehicle parking at the conclusion of the Term.
- 7.10. **Security.** Event security and police protection at the venue will be provided by the O'Fallon Police Department.
- 7.11. **Tickets and Advertising.** The Contractor will provide the City with advance advertising information at the earliest date to ensure the local community is aware of the Contractor's involvement in this event. The Contractor further agrees to provide a minimum of four (4) ticket booths or kiosks. These units should be lockable and climate controlled to handle long hours of operation.
- 7.11.1. **Ticket Promotion.** Discounted advance ticket sales to take place up to 24 hours prior to opening day. Flash sales are permitted with a mutually agreed upon date, time, and price.
- 7.11.2. **Carnival Kick Off/Closeout.** A carnival operation night only falling on the first night or last night of operations. Other activities and vendors will be closed.
- 7.11.3. **Family Night.** Soft opening with smaller crowds. Carnival and City Vendors, and side show entertainment will be open. The main stage and fireworks will be dark.
- 7.12. **Venue Manager.** The Contractor agrees to provide a competent venue manager at the Event venue and available to the City during all hours of operation of the Event. This manager shall possess all authority to act on behalf of the Contractor. The City will provide a communication device to this individual during the Event in order to maintain constant lines of communication during the Event.
- 7.13. **Appearance.** All Contractor personnel, employees, agents, etc., shall be neatly dressed and in some sort of "uniform", i.e., Tee Shirts, baseball caps, jackets, etc. to ensure that they are readily identifiable to the City and the patrons.
- 7.14. **Noise.** Contractor guarantees that any music or noise generated by rides will not interfere with the activities taking place on the main stage. The City will provide the Contractor with a general venue map 30 days prior to opening.
- 7.15. **Non-Discrimination.** In the performance of the Agreement, the Contractor shall not discriminate against any person, employee, or applicant for employment and/or service because of race, creed,

color, sex, disability, or national origin; and shall comply with all applicable policies and Federal, State, and Local laws, regulations, and ordinances regarding equal employment opportunities.

- 7.16. **Termination of Agreement.** The City may terminate the Agreement at any time by giving a sixty (60) day written notice of termination and setting forth a specific termination date. In the event the Agreement is terminated, Contractor shall continue to provide the services set forth in the Agreement to the same standard, through the termination date or the end of the term, whichever the case. Upon termination, Contractor shall account to the City with respect to all matters outstanding and shall cooperate fully in an orderly transition of services and shall cooperate with all reasonable requests by the City.

8. PERFORMANCE EVALUATION

- 8.1. The City will provide a written report on the entire operation and provide the Contractor with a copy of the same within thirty (30) days after the Event. The evaluation will include all aspects of the Event operation, i.e., rides, employee conduct, responsiveness to complaints, conformity to terms of this Agreement set forth herein, etc. This evaluation report will be utilized to determine future engagements of this nature with this Contractor.

9. INSURANCE

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	\$3,500,000/Per Occurrence
	\$3,500,000/General Aggregate
	\$3,500,000 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	\$3,500,000 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.

10. CITY TO BE INDEMNIFIED AND HELD HARMLESS

- 10.1. The Contractor covenants and agrees to release the City and any municipal partners from any and all liabilities of any kind or nature in which the rights, cause of action, or claim of any kind or nature whatsoever may hereafter accrue to the Contractor, its employees or agents, by virtue of the Agreement between the Contractor and the City. The Contractor further covenants and agrees to indemnify and hold the City harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever; and the Contractor shall defend or pay the cost of defense of the City arising by virtue of any claim or cause of action for damages. The Contractor agrees to pay any and all amounts which the City may be required to pay for damages or compensation connected with any claim arising by virtue of the Contractor's performance of the Agreement between the Contractor and the City.

11. LICENSES AND PERMITS

- 11.1. **Obtaining Permits.** The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules, and/or regulations including the ordinances of the City.
- 11.2. **Food Specifications.** Minimum raw food requirements will be USDA Grade Choice, USDA #1, USDA Grade A, #1 Quality, Grade A Fancy, depending upon on the type of product. All other foods items shall be of a comparable quality.
- 11.3. **Food Handlers Permit.** City requires that all food handling personnel provide a Medical Certificate or Food Handlers Permit from the State of Missouri.
- 11.4. **County Health Permit.** Contractor is required to contact St. Charles County Health Department to acquire a health permit for any food booths on premises. Health inspector will inspect all food service vendors before start of event.

12. HEALTH AND FOOD STANDARDS

- 12.1. The Contractor shall meet all Health and Food Standards and Regulations set forth by ordinance of the City and all federal, state and local laws, rules, and regulations.

13. LAWS AND REGULATIONS

- 13.1. **Compliance.** The Contractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relative to the performance of the Agreement and shall procure and maintain all necessary licenses and permits. The City agrees to cooperate as may be reasonably necessary in order to enable Contractor to comply with this provision.
- 13.2. **OSHA.** The Contractor shall take reasonable and proper care of the City's premises and equipment and shall not use them so as to violate the Occupational Safety and Health Act or its applicable standards, including the reporting and record-keeping requirement of said Act.
- 13.3. **Repairs and Modifications.** The City shall, during the Term, at its own cost and expense, make all repairs, alterations, modifications or replacements which may be necessary to correct conditions in its premises and equipment which violate the Occupational Safety and Health Act or its applicable standards.
- 13.4. **Contractor Furnished Equipment.** Contractor furnished equipment for the performance of the Agreement shall be free of conditions which violate the Occupational Safety and Health Act or its applicable standards.
- 13.5. **Termination - Failure to Perform.** Notwithstanding the provisions of Section 7.18 herein, in the event that the Contractor shall fail to carry out or comply with any of the covenants, conditions, and agreements as stated herein, the City may notify the Contractor of such failure or default and demand that the same be remedied immediately. In the event of the failure of the Contractor to so

remedy the same immediately the City shall thereupon have the right to cancel and terminate the Agreement immediately without further notice to the Contractor, and shall be entitled to pursue all remedies available to the City at law or in equity.

14. PRINCIPAL AND AGENT

- 14.1. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between the City and Contractor, it being expressly understood and agreed that any of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the City and Contractor other than the relationship of independent contractor.

15. SEPARATE BEVERAGE AGREEMENT AND OTHER VENDORS

- 15.1. The City retains the right to negotiate an exclusive sales agreement for the sale of particular beverages at the Carnival Rides and Concession Stands and in such event the Contractor shall not sell any beverages other than those designated by the City.

16. MISCELLANEOUS

- 16.1. **Choice of Law; Venue.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Missouri. Any litigation concerning this Agreement shall be conducted in the courts located in St. Charles County, Missouri, and the parties hereto agree to the venue and personal jurisdiction of these courts.
- 16.2. **Assignability.** This Agreement shall not be assigned or transferred by the Contractor without the written consent of the City being first had and obtained.
- 16.3. **Notice.** Any notice or demand made pursuant to this Agreement shall be given by certified mail, return receipt requested, and addressed as shown below:

Contractor:

Attention:

City of O'Fallon, Missouri

The City of O'Fallon
100 N. Main Street
O'Fallon, MO 63366
Attention: City Administrator

Any such notice or demand shall be deemed to have been given or made at the time it is received in the United States Mail by the addressee. The City or Contractor may by written notice to the other Party designate any other address for this purpose.

- 16.4. **Waiver.** The failure of the parties in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein shall not be construed as a waiver or a

relinquishment for the future of such term or option, but that the same shall continue in full force and effect.

- 16.5. **Severability.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
- 16.6. **Ambiguities.** The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 16.7. **Headings.** The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.
- 16.8. **Finality.** The Parties have read and understand each and every term, condition, and covenant contained in this Agreement and in any document incorporated by reference. This Agreement and any appendices attached hereto constitutes the entire Agreement between the Parties and supersedes all prior or contemporaneous negotiations, commitments, representations, writings and/or oral understandings or agreements, except those otherwise referenced in this Agreement. The Parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by both Parties.
- 16.9. **Survive Termination.** Section 10.1 of this Agreement shall survive termination.

IN WITNESS WHEREOF, the Parties hereto have duly executed this instrument the day and year first above written.

CITY: The City of O'Fallon, Missouri

By: _____
Michael Snowden, City Administrator

Date: _____

CONTRACTOR:

By: _____

Date: _____

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 25-072 and to all the conditions imposed herein, the undersigned offers and agrees to provide carnival/concession services 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; () Other _____

Incorporated in the state of: _____

COMPANY: _____ SIGNATURE: _____

ADDRESS: _____ NAME: _____

CITY: _____ TITLE: _____

STATE/ZIP: _____ PHONE NO.: _____

TAX ID NO.: _____ DATE: _____

EMAIL: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.

Addenda 1 _____ Addenda 2 _____ Addenda 3 _____ Addenda 4 _____

Certification of Compliance with Section 34.600 RSMo., Supp. 2020
(Does not apply to contracts totaling less than \$100,000, or to contractors with fewer than 10 employees)

NOTE: Missouri law prohibits any public entity from entering into a contract to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the state of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the state of Israel; or person or entities doing business in the state of Israel.

I am _____ (name), and I am the _____ (title) of _____ (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

_____ I hereby certify that the company is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in Section 34.600 RSMo, Supp. 2020.

OR:

_____ The business employs fewer than 10 employees.

Company Name

Signature

Printed Name and Title

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]