

CITY OF BRANSON, MISSOURI
PURCHASING DEPARTMENT

REQUEST FOR BID (RFB) FOR: 2848-27
4-Post Alignment Lift and Alignment System

James Morris, Bid Coordinator
City of Branson, Purchasing Office
110 W. Maddux St., Suite 200
Branson, MO 65616

Date Issued: March 2, 2026
Buyer's Email: jmorris@bransonmo.gov
Telephone: (417) 337-8553 Ext.1407

DUE DATE: April 2, 2026, at 1:30 PM

Bids must be electronically received using the City's designated bidding platform, Euna OpenBids, prior to the **SPECIFIED DUE DATE**.

Until further notice, bids will be publicly read aloud at the specified bid opening date and time via teleconference. To participate: go to: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>, Enter Meeting ID: 291 560 677 876 20 Passcode: aJ6rm7sh [Passcode is case sensitive]. Or to join us by telephone: dial +1 314 828 1276 Enter: Phone Conference ID: 301 789 160# All bidders or their representatives are invited to attend the opening of the RFB.

- **Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.**
- **Bids received after the opening date and time will be rejected.**

MAILED/HAND-DELIVERED/FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

It is the intent of the City of Branson, (City) that this Request for Bid promotes competitive bidding. It shall be the Contractor's responsibility to advise the Purchasing Department if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than three (3) days prior to the bid opening date.

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

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

Company Name (same as registered with MO Secretary of State)

Address

City, State Zip Code

Telephone # Fax #

Email Address

Authorized Person (Print)

Signature

Title

Date Tax ID#

State of MO Charter # or Exemption #

CITY OF BRANSON INSTRUCTION TO BIDDERS

01. **Opening Location.** Bids will be opened in the presence of purchasing officials at. Bids will be publicly read aloud via teleconference. To participate: go to: <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> Enter Meeting ID: 291 560 677 876 20 Passcode: aJ6rm7sh [Passcode is case sensitive]. Or to join us by telephone: dial +1 314 828 1276 Enter: Phone Conference ID: 301 789 160# All bidders or their representatives are invited to attend the opening of the RFB.
02. **RFB Delivery Requirements.** Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the City's electronic bidding platform, Euna OpenBids, for receipt on or before the due date and time indicated. The City of Branson is not responsible for your issues with internet connectivity, computer devices, Euna OpenBids or other electronic bidding platforms used by the City. Bidders unable to submit bids electronically must notify the Purchasing Agent to make other arrangements so that the proposal is received no later than the specified due date.
03. **Legal Name and Signature.** Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Company names must be the same as the name for the contract and the name, if applicable as registered with the State of Missouri. Bids shall be signed above the printed name and title of signer on the Pricing page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.
04. **Corrections.** No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.
05. **Clarification and Addenda.** Each bidder shall examine all Request for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Bid shall be made through the Purchasing Department in writing or through email to James Morris at jmorris@bransonmo.gov. The Purchasing Department shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Purchasing Department at phone number 417-337-8553 Ext.1407, to determine if addenda were issued and to make such addenda a part of their Bid.
06. **RFB Expenses.** All expenses for making Bids to the City are to be borne by the bidder.
07. **Irrevocable Offer.** Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the RFB, until one or more of the Bids have been duly accepted by the City.
08. **Responsive and Responsible Bidder.** To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Request for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest and best responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or

services set forth in the specifications or otherwise required by the City and who is known to be fit and capable of performing the Bid as made.

09. **Reserved Rights.** The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.
10. **The Right to Audit.** The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.
11. **Applicable Law.** All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, contract, or purchase order.
12. **Right to Protest.** Protestors shall seek resolution of their complaints initially with the City Purchasing Agent. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after the Notice of Award has been issued. Protests received after this period will not be considered. Protest concerning the solicitation or award must be submitted in writing to the City Purchasing Agent and must clearly state the legal and factual basis for the protest.
13. **Collusion.** By offering a submission to this Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:
 - A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
 - B. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
 - D. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
 - E. No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

14. **Contract Forms.** Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City and may be conducted by electronic means at the sole discretion of the City in compliance with the Uniform Electronic Transactions Act, Sec. 432.200, RSMo. et.al.
15. **Use of Electronic Signatures.** By offering a submission to this Request for Bid, the bidder agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a Bid and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
16. **RFB Forms, Variances, Alternates.** Bids must be submitted on attached City RFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.
17. **Bid Form.** All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words “no bid” in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.
18. **Modifications or Withdrawal of Bid.** A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.
19. **Errors in Bids.** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder’s own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
20. **Prices Bid.** Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid on separately, and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.
21. **Discounts.** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

22. **Descriptive Information.** All equipment, materials, and articles incorporated in the product/work covered by this RFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an “or equal” is stated.
23. **Deviations to Specifications and Requirements.** When bidding on an “or equal,” Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent may be cause for rejection of the specific item(s) to which it pertains. **All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form,** at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
24. **Samples (if required).** For certain types of procurements, samples may be required. If samples are required, it will be stated in the RFB. The following conditions and requirements apply to all samples submitted.
- A. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
 - B. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
 - C. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
 - D. All samples’ packages shall be marked “Sample for Purchasing Department”, and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.
 - E. Do not send samples unless requested to do so by the buyer indicated on the RFB.
25. **Quality Guaranty.** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.
26. **Quality Terms.** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.
27. **Tax-Exempt.** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12487040.

28. Awards.

- A. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- B. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.
- C. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

29. **Authorized Product Representation.** The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit, and the successful bidder(s) will be legally bound to perform according to the documents.

30. **Regulations.** It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

31. **Termination of Award.** Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

32. **Royalties and Patents.** The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

33. **Equal Employment Opportunity Clause.** The City of Branson, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

34. **Bid Tabulation.** Bidders may request a copy of the bid tabulation of the Request for Bid through the City's request for records process.

35. **Budgetary Constraints.** The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

36. **Additional Purchases by Other Public Agencies.** The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form.

37. **Order of Precedence.** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.
38. **Affidavit for Contracts.** The Bidder represents, in accordance with Sec. 285.530.2, RSMo that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFB and agrees to provide an affidavit to the City of Branson affirming that they have not, and will not in connection with the RFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.
39. **Sustainability.** The City of Branson encourages sustainable procurement to make sure that the products and services the City buys are as sustainable as possible having the lowest environmental and most positive social impact.
40. **List of items to be submitted at the time of Bid.**
- A. RFB Form.
 - B. Acknowledgement of any Addendum Issued
 - C. Immigration Affidavit
 - D. Pricing Page
 - E. Affidavit of Compliance

PURCHASE OF COMMODITIES AND SERVICES CONTRACT

THIS CONTRACT made and entered into by and between the City of Branson, Missouri (the “City”) and **[name of business]** (“Contractor”).

Witnesseth That:

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such commodities and services, and the City has accepted the Contractor’s proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Items Purchased.** The City agrees to purchase and the Contractor agrees to sell commodities more particularly described in **Exhibit A** (Scope of Work).
2. **Date of Purchase.** The contract will begin **from a date beginning on _____ [when contract is signed]** to a date ending _____.
3. **Quantities to be Purchased and Purchase Price.**
 - A. The City agrees to purchase and the Contractor agrees to sell the following quantities/amounts and services for the purchase prices listed in **Exhibit B** (Pricing Page).
 - B. The City assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City’s rejection and may be returned at the Contractor’s expense.
 - C. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of _____ Dollars (\$ _____), **all of which is dependent upon budget appropriations.**
4. **Delivery and Shipment.**
 - A. The Contractor is responsible for the costs of shipment.
 - B. Time is of the essence with respect to each shipment.
 - C. If deliveries are not made **upon demand**, the City reserves the right to cancel this contract, purchase the commodities elsewhere, and hold the Contractor liable for any re-procurement costs.
 - D. Deliveries are to be made to: _____ **[describe the time and location for deliveries].**
5. **Invoices.** An original and three copies of the invoice shall be submitted by the Contractor to the City, showing the purchase order number or contract number and containing a full description of the commodities furnished.
6. **Performance.** It is understood by the parties that time is of the essence in this contract.
7. **Inspection and Acceptance.**
 - A. No goods received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods.

- B. All goods discovered to be defective (at any time) or which do not conform to any bid specifications or to any warranty of the Contractor may be returned at the Contractor's expense for full refund or replacement.
- C. The City's right to return defective and/or non-conforming goods does not bar any other legal, equitable or contractual remedies the City may have against the Contractor.

8. Warranty.

- A. Contractor expressly warrants that all articles, materials and work covered by this contract conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.
- B. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
- C. Any implied warranties are not altered by this written contract.
- D. Additional terms if applicable are described in **Exhibit A** (Scope of Work).

9. Patents. Contractor guarantees that the sale or use of the articles described herein will not infringe upon any U.S. or foreign patent and Contractor covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all costs, damages and profits recoverable in any such suit.

10. Bankruptcy or Insolvency. In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including in the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.

11. Compliance with Applicable Laws. The Contractor warrants it has complied with all Applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

12. Conflicts. Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

13. Interpretation of Contract. The contract shall be construed according to the laws of the State of Missouri.

14. Termination of Contract.

- A. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Contractor by one of three different means: U.S. Postal Service Mails; email transmission; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, parts, materials, and reports or other materials prepared by the Contractor under this contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
- B. **Right to terminate in the absence of breach.** Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.
- C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this contract.

15. Non-discrimination in Employment. In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Provisions by Law Deemed Inserted. Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will be read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

17. Tax-Exempt. The City of Branson is exempt from Sales Tax and Federal Excise Tax.

18. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.

19. Severability. If any term or provision of this agreement is held invalid or unenforceable, the remainder of this agreement will be considered valid and enforceable to the fullest extent permitted by law.

- 20. Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- 21. Use of Electronic Signatures.** The Contractor agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a bid and that any electronic signatures including facsimile transmission are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
- 22. Missouri Immigration Law Affidavit.** Pursuant to §285.530.2 of the Missouri Revised Statutes, the City as a condition of a contract or grant in excess of \$5,000 requires the Contractor to affirm by sworn affidavit and provision of documentation the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Contractor will provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract.
- If this box is checked, then the requirement for an Immigration Law Affidavit does not apply because the dollar value of the contract is less than the \$5,000 minimum.
- 23. Assignment.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
- 24. Performance.** It is understood by the parties that time is of the essence in this contract.
- 25. General Independent Contractor Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor.
- 26. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
- 27. Liability and Indemnity.** The parties mutually agree to the following:
- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be

limited to the amount of money to be paid by the City under this contract. All of the provisions in the agreement are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

- B. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this contract. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this contract to the Contractor.
- C. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

28. Bonds and Insurance. The Contractor must have and maintain, at the Contractor's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Contractor's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

- A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.
- B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.
- C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Contractor(s) and Sub-Contractor(s).
- D. The Contractor will require all Sub-Contractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Sub-Contractor.
- E. Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of this contract.
- F. Contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractors business or for the benefit of the Contractor's employees.
- G. Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or

official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. For contracts \$1,000,000.00 and over, the Contract shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph by specifically stating in the policy “Nothing contained in this policy will be construed to broaden the liability of the insured (City) beyond the provisions of Sections 537.600 to 537.610 of the Missouri Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured (City) or its officers and employees.”

- H. If this is a multi-year contract then the Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.
- I. Insurance Certificates. It is the sole responsibility of the Contractor to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.
- J. Unless otherwise agreed to by the authorized agent of the City, all requirements of bonds and insurance must be complied with.

29. Notices. All notices required or permitted herein under and required to be in writing may be given by email or first class mail addressed to City and Contractor at the addresses or email addresses provided. The contact information provided by the contractor vendor contact information page which must be kept current. The contact information for the City is provided below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by email or mail shall be deemed to be the date transmission occurs.

Contact Information: City of Branson
Attn: Contract Management
110 W Maddux St., Ste. 205
Branson, MO 65616
417-337-8522
cityclerk@bransonmo.gov

- 30. Safety.** Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
- 31. Public Protection.** The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damage during all stages of work.
- 32. Appropriations.** The terms of this contract are contingent upon annual budget appropriations by the City of Branson.
- 33. Effective.** The contract is made and entered into upon completion of the last signature.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

PLEASE NOTE THAT ONCE THE BID IS AWARDED, A CONTRACT WILL BE DELIVERED THROUGH AN ELECTRONIC PLATFORM OR PAPER TO THE CONTACT PERSON FOR THE EXECUTION OF CONTRACT BASED ON LANGUAGE PROVIDED IN THIS BID DOCUMENTS. A CURRENT COPY OF THE VENDOR'S CERTIFICATE OF LIABILITY INSURANCE NAMING THE CITY OF BRANSON AS AN ADDITIONAL INSURED, IN ACCORDANCE WITH THE CITY'S INSURANCE REQUIREMENTS, IF APPLICABLE, AN IMMIGRATION AFFIDAVIT AND E-VERIFY DOCUMENTATION, ANTI-DISCRIMINATION, PREVAILING WAGE, OSHA AND BOND PAPERWORK MAY ALSO BE REQUIRED TO BE SUBMITTED. ONCE CITY SIGNATURES AND ALL APPLICABLE COMPLIANCE DOCUMENTATION HAVE BEEN OBTAINED, ONE FULLY SIGNED SET WILL BE DELIVERED THROUGH AN ELECTRONIC PLATFORM TO THE CONTRACTOR FOR THEIR RECORDS.