

CITY OF BRANSON, MISSOURI
PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATION (RFQ) 2849-03
FOR: INSURANCE BROKER

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

Date Issued: March 5, 2026
Buyer's Email: jmorris@bransonmo.gov
Telephone: (417) 337-8553 Ext.1407
DUE DATE: April 3, 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: 288 873 460 432 9 Passcode: 5uL6nV7p [Passcode is case sensitive]. Or to join us by telephone: dial +1 314 828 1276 Enter: Phone Conference ID: 808 936 343# 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 Qualifications 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 Qualification 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)	Authorized Person (Print)
Address	Signature
City, State Zip Code	Title
Telephone #	Date
Fax #	Tax ID#
Email Address	State of MO Charter # or Exemption #

STANDARD INSTRUCTIONS TO PROPOSERS
TERMS AND CONDITIONS OF REQUEST FOR QUALIFICATIONS

1. **Opening Location.** Proposals will be opened in the presence of purchasing officials on , and time indicated on the RFP. Proposals 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: 288 873 460 432 9 Passcode: 5uL6nV7p [Passcode is case sensitive]. Or to join us by telephone: dial +1 314 828 1276, Enter, Phone Conference ID: 808 936 343#. All proposers or their representatives are invited to attend the opening of the RFQ.
2. **RFQ Delivery Requirements.** Any Proposals received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their proposal 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. Proposers unable to submit proposals electronically must notify the Purchasing Agent to make other arrangements so that the proposal is received no later than the specified due date.
3. **Legal Name and Signature.** Proposals shall clearly indicate the legal name, address, and telephone number of the proposer (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. Proposals shall be signed above the printed name and title of signer . The signer shall have the authority to bind the company to the submitted proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.
4. **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 proposal.
5. **Clarification and Addenda.** Each proposer shall examine all Request for qualification 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 Qualifications shall be made through the Purchasing Department in writing or through email. 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 proposer, prior to submitting their proposal, 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 proposal.
6. **RFP Expenses.** All expenses for making proposals to the City are to be borne by the Proposer.

7. Irrevocable Offer. Any proposal may be withdrawn in writing up until the due date and time set for opening of the RFP. Any proposal 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 RFP, until one or more of the proposals have been duly accepted by the City.
8. Responsive and Responsible Proposer. To be responsive, a Proposer shall submit a proposal which conforms in all material respects to the requirements set forth in the Request for proposal. To be a responsible Proposer, the Proposer 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 Proposer shall mean the Proposer who makes the lowest Proposal 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 Proposal as made.
9. Reserved Rights. The City reserves the right to make such investigations as it deems necessary to make the determination of the Proposer'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 Proposer 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 Proposer'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 such an aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.
13. Collusion. By offering a submission to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or parties to this RFP whatsoever. Also, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:
 - 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 Proposer or with any competitor.
- B. Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening directly or indirectly to any other Proposer or to any competitor.
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
 - D. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal 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 Proposal 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 Proposal, the Proposer agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a Proposal and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
16. **RFP Forms, Variances, Alternates.** Proposals must be submitted on attached City RFP forms, although additional information may be attached. Proposers must indicate any variances from the City requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. Otherwise, Proposers must fully comply with the City requested specifications and terms and conditions. Alternate Proposals may or may not be considered at the sole discretion of the City Purchasing Agent.
17. **Proposal Form.** All blank spaces must be completed with the appropriate response. The Proposer must state the price, written in ink, for what is proposed to complete each item of the project. Proposers shall insert the words “no Proposal” in the space provided for an item for which no Proposal is made. The Proposer shall submit an executed Proposal form, affidavit of compliance with other requested documents.
18. **Modifications or Withdrawal of Proposal.** A modification for a Proposal already received will be considered only if the modification is received prior to the time announced for opening of Proposals. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Proposal. Modifications submitted by telephone, fax, or email will not be considered.

19. Errors in Proposals. Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals; failure to do so will be at the Proposer's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Proposers. In case of error of extension of prices in the Proposal, the unit price shall govern.

20. AWARDS

- A. Unless otherwise stated in the Request for Proposal, 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 proposals or waive any minor irregularity or technicality in proposals received.
- C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the lowest and best proposal, considering price, delivery, responsibility of the proposer, and all other relevant factors.

21. OPEN COMPETITION

- A. It is the intent and purpose of the Purchasing Department that the Request for Qualifications permits free and open competition. However, it shall be the Proposer's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Purchasing Department at least three days prior to the Request for Qualifications closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Purchasing Department and/or Evaluation Committee and its decision will be final.

22. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

- A. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

23. PROPRIETARY INFORMATION

- A. In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their

proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- B. All proposals received from proposers in response to this Request for Qualifications will become the property of the City of Branson and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

24. PROPOSER'S CERTIFICATION

- A. By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Branson employees or their family members.

25. INFORMATION REQUIRED TO BE SUBMITTED BY OFFEROR

- A. Each Offeror shall submit the information outlined in the Scope of Services in order for its response to be adequately evaluated and considered.

26. NON-EXCLUSIVE CONTRACT

- A. The agreement resulting from this RFQ shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

27. LIST OF ITEMS TO BE SUBMITTED AT THE TIME OF BID

- A. RFQ Form
- B. Acknowledgement of any Addendum Issued
- C. Immigration Affidavit
- D. Affidavit of Compliance
- E. RFQ Questionnaire

CONTRACT TERMS AND CONDITIONS APPLICABLE ONCE BID IS AWARDED**SERVICES CONTRACT**

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

Witnesseth That:

WHEREAS, the City of Branson desires to engage the Contractor to provide certain services hereafter more particularly described in **Exhibit A**; and

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

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

1. **Scope of Work.** The City agrees to engage the work of the Contractor and the Contractor agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**.
2. **Addition to Work.** The City and the Contractor may amend the scope of work set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7B of this contract. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Contractor.
3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.
4. **Payment for Labor and Materials.** The Contractor agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the work required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
5. **Term.** The work of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed by _____.
6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract which cannot be exceeded unless this contract is amended. The Contractor providing work hereunder shall be required

to keep track of the amount of work performed under this contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Contractor shall notify the City if Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Contractor shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. Payment.

A. **Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the terms set forth in **Exhibit B**, which shall constitute complete compensation for all work to be rendered under this contract; provided, that where payments are to be made periodically to Contractor for work rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. **Total compensation not to exceed.** 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 **[contract amount] (_____)**, all of which is dependent upon budget appropriations.

8. **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.

9. **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.

10. **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.

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

12. 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.

13. 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.

14. 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.

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

16. 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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. Performance.** It is understood by the parties that time is of the essence in this contract.
- 23. 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.

24. 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.

25. 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.

26. 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 Contractor's 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.
28. **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

28. 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.

29. 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.

30. Anti-Discrimination Against Israel. The Contractor agrees to provide a certification if requested by the City of Branson, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies 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.

31. Appropriations. The terms of this contract are contingent upon annual budget appropriations by the City of Branson.

32. 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.