CITY OF O'FALLON, MISSOURI
PURCHASING DEPARTMENT

100 North Main Street
O'Fallon, MO 63366

TX: (636) 379-5527 **FX: (636) 978-4144**

FURNISH AND DELIVER BID			
INVITATION TO BID:	**#11-68**	**BID ISSUE DATE:**	**11/07/2011**
BID DESCRIPTION:	**2012 CHARTER BUS SERVICE**		
BID OPENING DATE:	**11/30/2011**	**BID OPENING TIME:**	**9:00 A.M. CST**
COPIES REQUIRED:	**1 ORIGINAL**	**BID BOND REQUIRED:**	**NO**

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE COUNCILMEN'S CONFERENCE ROOM ON THE FIRST FLOOR OF THE MUNICIPAL CENTER. LATE BIDS WILL NOT BE OPENED OR CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein on the forms supplied. **Do not staple or submit bid in any type of binder**; binder clips are acceptable. **Bids must be returned with all pages intact.**

The original bid and the required number of copies, along with the bid bond (if applicable), must be received in a sealed envelopes that has your name and address in the UPPER left corner and the attached label pasted in the LOWER left corner.

All bids are subject to staff analysis. The City of O'Fallon, Missouri reserves the right to accept or reject any and all bids received and waive any and all technicalities.

QUESTIONS SHOULD BE SUBMITTED IN WRITING VIA E-MAIL OR FAX BY THE END OF THE DAY, 11/21/2011 TO THE PURCHASING AGENT. Addendum information is available over the Internet at www.ofallon.mo.us. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.	PURCHASING AGENT: JILL SCHMITZ	
	PHONE: E-MAIL: FAX:	636.379.5527 jschmitz@ofallon.mo.us 636.978.4144

BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:	**CITY OF O'FALLON** **ATTN: JILL SCHMITZ, PURCHASING AGENT** **100 NORTH MAIN STREET** **O'FALLON, MO 63366**

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

INSTRUCTIONS TO BIDDERS

BID REQUIREMENTS:
The City of O'Fallon, Missouri (the "City") requests all bids be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in the "Instructions to Bidders", "General Conditions" and "Special Conditions" of the contract. Please make and retain a copy of this bid for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form and all other documents where indicated. **Unsigned bids may be rejected.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

The total price quoted by the Bidder must be the total cost delivered to the location(s) stated in the "Special Conditions" or "Specifications". Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s).

In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, the appropriate line in the specifications will be ruled out and the substitution clearly indicated.

However, if "OR APPROVED EQUAL" is not written and you cannot bid the specified item, the Bidder may submit an alternate bid. The City will consider the bids covering the specified article or material first.

The City, for cost effective measures, standardizes on specific items; those bids will contain the language "no substitution," and any alternative will not be considered.

ALTERNATE/EQUAL BIDS:
The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

The City reserves the right to approve any material the Bidder proposes to furnish which contains variations from specification requirements but which may substantially comply.

BID BOND:
A bid bond is not required for this bid.

COMPLIANCE:
The successful bidder will be required to comply with the Division of Labor Standards, Wage Determination Rate.

CONTRACT AWARD INFORMATION:
Award notification will be sent to the vendor receiving the award via mail or fax.

Response summaries will be available at www.ofallon.mo.us under Bid Opportunities. This summary information will include bids that were delivered by the required bid opening date and time.

CONTRACT DOCUMENT COMPONENT PARTS:
The contract documents herein named include all of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1) Instructions to Bidders
2) General Conditions
3) Special Conditions
4) Bid Form
5) References
6) Specifications

7) Pricing/Signatures
8) Any and all addenda to the foregoing

All documents are or will be on file in the office of the City Clerk, City of O'Fallon, MO, 100 North Main, O'Fallon, MO 63366.

DEVIATIONS AND EXCEPTIONS:
Deviations and exceptions shall be described fully, on the Bidder's letterhead, signed, and attached to the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid.

EXAMINATION BY BIDDER:
The Bidder shall, before submitting his bid, carefully examine the bid, specifications and contract documents.

If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the City, such information represents only the opinion of the City as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information.

FACSIMILE/E-MAIL TRANSMITTALS:
Facsimile and/or e-mail transmitted bids will not be accepted by the City.

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.

INTERPRETATION OF CONTRACT DOCUMENTS:
If a potential Bidder is uncertain as to the meaning of any part of the specifications or other contract documents, the bidder is expected to submit questions to the Purchasing Agent. The Purchasing Agent is the point of contact for this bid. All communications regarding this bid packet must be directed to the Purchasing Agent. If a question can be answered by directing the questioner to a specific section of the bid packet, then the Purchasing Agent may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the specifications. The Purchasing Agent will make this determination. Oral communication is considered unofficial and non-binding on the City. If an amendment to the specifications is issued, it will be available at www.ofallon.mo.us under Bid Opportunities. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

Jill Schmitz, Purchasing Agent
Fax: 636-978-4144
E-mail: jschmitz@ofallon.mo.us

Only questions answered by formal written addenda will be binding. Oral and interpretations or clarifications will be without legal affect.

PREPARATION OF BIDS:
The Bidder shall return his bid on the attached bid forms. **Bids must be returned with all pages of the bid packet intact**. Please make and retain a copy of this bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

All prices quoted by the Bidder shall be F.O.B. delivered and shall include any and all freight costs to the delivery location(s) specified. The Bidder must not qualify the bid by stating F.O.B. a location other than such stated location(s).

When a bid consists of a number of items, prices must be submitted for all items, unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid page. The Bidder must bid in accordance with the unit(s) of measure called for. If an item is listed by each, the bid price must be entered by each, not dozen or hundred. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids.

Where unit prices are requested, the quantities stated are approximate only. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units installed in the completed work within the proposed scope of work.

All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids, that contain omissions, erasures, conditions, alterations, or additions not called for may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

The bid shall be signed by a company officer empowered to bind the company. Failure to sign the bid may cause the bid to be determined to be non-responsive and the bid may be rejected.

SUBMISSION OF BIDS:
All bids must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached label pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

The Bidder shall be responsible for delivery of bids to the Purchasing Agent before the date and hour set for the opening of bids. The City assumes no responsibility for delays caused by any delivery service. Postmarking by due date will not substitute for actual receipt by the City. Late bids may not be opened or considered.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO REQUEST:
If it becomes necessary to revise any part of this request or if additional data is necessary to enable the exact interpretation of provisions of this request, revisions will be provided in the form of an Addendum. If revisions are necessary after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at www.ofallon.mo.us. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

CHANGES:
All changes to this Bid Document shall be amended in written form (Addenda). The Purchasing Agent prior to the scheduled bid opening shall issue such amendments.

The City reserves the right to make any desired change in the specifications after the same shall have been put under contract.

The City shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

No claim based on oral changes will be allowed.

CONTRACTOR PERFORMANCE:
The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits shall together constitute the Contract. The Contractor hereby asserts that it has read the specifications, and that it is thoroughly informed and familiar as to their contents and requirements. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of this Contract shall be to the satisfaction of the City.

DISCLAIMER:
RESERVED BY OWNER
The City reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed.

The Contractor's failure to meet the mandatory requirements will result in the disqualification of the Contractor's bid from further considerations.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. This Invitation to Bid process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

DRUG FREE WORKPLACE:
The Contractor (whether an individual or company) agrees to provide a drug free workplace.

ENDORSEMENTS:
Contractor shall not use the City in any form of endorsement to any third-party without the Buyer's written permission.

EXECUTION OF CONTRACT:
The bidder to whom the contract has been awarded shall sign three (3) copies of the contract and performance bond and return them to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

If circumstances beyond the Contractor's control prohibit a timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

F.O.B.:
All goods are to be shipped prepaid, F.O.B. destination. Shipments sent C.O.D. without City's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

HOLDING OF BIDS:
Contractor may withdraw their bids at any time prior to the time specified as the closing time for the receipt of bids. However, no Contractor shall withdraw or cancel his bid for a period of **ninety (90) calendar days** after said closing time for the receipt of bids.

LAW GOVERNING:
All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

LIENS, CLAIMS, AND ENCUMBRANCES:
Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LIQUIDATED DAMAGES:
Liquidated damages shall be assessed against the Contractor for failure to commence the project within ten (10) calendar days from the written notice to proceed date and/or complete the project on the designated completion date in the amount of One Hundred Dollars ($100.00) per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required.

MATERIALS AND DESIGN:
This bid must be presented on the specifications attached. If you expect to propose a change in material or design, indicate the changes and potential benefits/costs to the City as an alternate bid.

MISCELLANEOUS REQUIREMENTS:
The City will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

MSDS:
When applicable, Contractor shall furnish Material Safety Data Sheets for their products. Material Safety Data Sheets, upon award of Contract, shall be submitted to the City.

NON-DISCRIMINATING:
The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

NON-EXCLUSIVITY:
Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

PATENTS:
Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings against buyer, in which City, and of Contractor's suppliers, contractors, distributors or dealers, or the users of any of Contractor's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the City whenever infringement will result from Contractor's adherence to specifications supplied by the City or by an authorized City Representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City therein.

PAYMENT:
The goal of the City is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered, approved, and accepted by an authorized City Representative. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

SURVEYS, PERMITS, AND REGULATIONS:
The contractor shall make all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor. The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn or specified. The contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the contractor or their employees or the work here under in the relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this contract. If the contractor observes that the drawings and specification are at variance with laws and regulations, he shall promptly notify the City in writing, and any necessary changes shall be adjusted a provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities without such notice to the City , the contractor shall bear all costs arising therefrom.

TAX:
The City is not responsible for and will not pay local, Federal Excise Tax or Missouri Sales Tax. A copy of the exemption letter is available upon written request.

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 Contractor's breach terminates this Contract, the City shall have the right to purchase equipment elsewhere and to charge the Contractor with any additional cost incurred.

Notwithstanding the above, the Contractor 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 Contractor and the City may withhold any payments to the Contractor until such time as the amount of such damages due the City from the Contractor shall be determined.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:
The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

Prior to any sales or assignments the City must be notified and approve same in writing. The City shall have right of first refusal.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

DELIVERY REQUIREMENTS:
In this contract, time is of the essence. All freight and delivery charges are to be included in the costs entered on the bid pricing page. Under no circumstances will the City be liable for additional delivery charges.

The successful bidder's performance under the terms and conditions of this contract shall be satisfactory to the City.

All deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m unless other arrangements have been made.

PRICING:
The pricing stated by the bidder in the bid documents shall remain firm for a one year period from the start date of the contract. No price increases will be allowed for the duration of the contract.

QUANTITIES:
The City reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the City.

Should any changes in quantities be made, the Contractor shall furnish item(s) as increased or decreased at the contract unit price. If the contract quantities are changed or if the contract expires or is cancelled, no allowance to the Contractor will be made for any change in anticipated profits, nor shall changes be considered as waiving or invalidating any condition or provision of the contract.

All quantities shown are ESTIMATES ONLY of anticipated volume. Quantities represent total usage and not order lot quantities. Orders will be placed on an "AS-NEEDED" basis, with quantities specified at time of order placement.

VENDOR QUALIFICATIONS:
Vendor will provide a general history, description and status of their Company.

Vendor shall have owned and operated their company for at least the last five (5) years and must give evidence of same.

END OF SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon. An original Certificate of Insurance from the company of record must be furnished to the City and provide that the City of O'Fallon is an "Additional Insured" during the Term of the Agreement. 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.

Comprehensive 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:

Public Liability	$1,000,000 per person	$1,000,000 per occurrence
Property Damage	$1,000,000 per person	$1,000,000 per occurrence

Comprehensive Automobile Liability Insurance:

The Vendor shall maintain Comprehensive Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury, including Death	$1,000,000 per person	$1,000,000 per occurrence
Property Damage	$1,000,000 per accident	

Owner's Protective Insurance:

The Vendor shall obtain and maintain an owner's protective insurance policy with the City of O'Fallon named as and "Additionally Insured" with liability limits not less than the minimum limits set forth below:

Bodily Injury, including Death	$1,000,000 per person	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence	$1,000,000 aggregate

CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the City.

DISPUTES:

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

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.

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.

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.

END OF INSURANCE REQUIREMENTS

BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid Contact Person	
Email Address	

TO: Jill Schmitz, Purchasing Agent

The undersigned, being duly sworn, certifies that he is:

❑ the Owner/Sole Proprietor ❑ a Member of the Partnership ❑ an Officer of the Corporation ❑ a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____ (President or Partner)

_____ (Vice-President or Partner)

_____ (Secretary or Partner)

_____ (Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 100 North Main Street, O'Fallon, Missouri 63366, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the City to verify business references.

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months.

The bidder verifies that they have provided equipment or supplies to that contained in this contract to the following parties with needs similar to that of City and authorizes the City to verify references of business and credit at its option.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

State the number of years in business _____ State the current number of personnel on staff _____

SPECIFICATIONS

This bid is to furnish Charter Bus Service for events during the calendar year of 2011 outlined in the specifications for the City of O'Fallon, Missouri Parks and Recreation Department.

1. Charter should be able to accommodate 25-37; 38-48 and 55-57 passengers for all trips listed below.
2. Charter needs to be equipped with a working DVD player and microphone.
3. Charter needs to be equipped with working air conditioning and heating systems.
4. Charters specific for overnight trips will need to have ample space for hauling luggage.
5. Charters holding 38-57 passengers need to be equipped with a restroom, 25-37 passengers do not need to have a restroom.
6. Charter will load and depart from Civic Park Parking Lot, 305 Civic Park Drive O'Fallon, MO 63366 for all trips at the specific times designated below.
7. Charter will need to return to Civic Park Parking Lot, 305 Civic Park Drive O'Fallon, MO 63366 for all trips at the specific times designated below.
8. The City of O'Fallon will provide driver accommodations in a single occupancy room on overnight trips and will cover any parking and/or admission fees.
9. All Charters are subject to cancellation by the City of O'Fallon in the event of insufficient participant registration. The City of O'Fallon will provide written notice of cancellation two weeks prior to a day trip and thirty days notice on overnight trips to receive a full refund of charter deposit.
10. Charter Company will need to provide Charter Services on the following trips in 2012:

A. Wednesday, March 14 St. Louis MO 9:00A-4:00P $_____

B. Tuesday, March 27 St. Louis MO- Dogtown 9:00A-4:00P $_____

C. Tuesday, April 10 Boonville MO 7:30A-5:00P $_____

D. Friday, April 20 Charleston MO 7:00A-9:30P $_____

E. Tuesday, May 8 Fairmount Park- IL 10:15A-5:00 $_____

F. Thursday, June 7 St. Louis MO- MBG 2:00-10:00P $_____

G. Wednesday, June 27 Eureka MO 9:00A-4:00P $_____

H. Tuesday, July 17 Fairmount Park- IL 10:00A-5:00P $_____

I. Tuesday, July 31- Wednesday, August 1

Branson MO 8:00A-5:00P $_____

J. Thursday, August 16 St. Louis MO-Fox Theater 10:00A-5:00P $_____

K. Tuesday, Sept 11 Marceline MO 7:00A-7:00P $_____

L. Wednesday, October 26 Arcola IL 7:00A-7:00P $_____

M. Wednesday, Nov 14 Arrow Rock MO 8:00A-8:00P $_____

O. Wednesday, Dec 5 St. Louis MO 12:00-9:00P $_____

P. Tuesday, Dec 18 St. Louis MO 9:00A-4:00P $_____

11. Charter Company will need to be able to provide Charter Services accommodating 55-57 passengers equipped with working air conditioning on the following dates. Charter will run as shuttle

Q. July 3rd; 3 charters 4:30PM-11:30PM; 3 additional charter 6:00PM-12:00AM $_____

R. July 4th, 3 charters 11:30AM-10:30PM; 3 additional charter 3:00-11:00PM $_____

Acknowledge the receipt of addenda by checking below as appropriate:

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

BID AWARD CRITERIA:
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

The Contractor agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

X_____ **CORPORATE SEAL**

(Signature and Title) **(If available)**

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and Sworn to before me this _____day of _____ AD, 2011

_____ My Commission Expires: _____
(Notary Public)

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID	
INVITATION #:	**11-68**
OPENING DATE:	**11/30/2011**
OPENING TIME:	**9:00 AM CST**
DESCRIPTION:	**2012 CHARTER BUS SERVICE**
DATED MATERIAL-DELIVER IMMEDIATELY	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!