City of Wentzville
Department of Procurement
310 W Pearce Blvd
Wentzville, MO 63385

REQUEST FOR PROPOSALS NO. #17-095

TITLE SERVICES

Solicitation Issue Date:
February 6, 2017

TABLE OF CONTENTS

SECTION 1 PURPOSE / INTRODUCTION / BACKGROUND

SECTION 2 SUBMISSION OF PROPOSALS

SECTION 3 PROPOSAL REQUIREMENTS

SECTION 4 SCOPE OF SERVICES

SECTION 5 OFFER AND SCHEDULE OF FEES

SECTION 6 EVALUATION CRITERIA

SECTION 7 SELECTION PROCESS

SECTION 8 MISCELLANEOUS

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

SAMPLE AGREEMENT

TERMS AND CONDITIONS

SAMPLE FEDERAL WORK AUTHORIZATION FORM

E-VERIFY INFORMATION

Request for Proposals
For
Title Services

SECTION 1. PURPOSE / INTRODUCTION / BACKGROUND

The City of Wentzville is soliciting a Request for Proposals from qualified Firms for Title Services (term contract). The term of the awarded contract shall be date of award through one year, with City reserving the option to renew for three additional consecutive one-year periods.

SECTION 2. SUBMISSION OF PROPOSALS

One (1) original and one (1) copy shall be submitted, in a sealed envelope or package:

RFP Due: February 21, 2017, 2:00 p.m. prevailing Central time

Location: City of Wentzville
RFP #17-095
Attn: Procurement Department
310 West Pearce Blvd
Wentzville, MO 63385

Contact: Alice Winkelman, Senior Procurement Specialist
Phone: 636-639-2026 E-mail: Alice.Winkelman@Wentzvillemo.org

ALL QUESTIONS SHOULD BE TRANSMITTED VIA E-MAIL

SECTION 3. PROPOSAL REQUIREMENTS

The City will consider proposals from Firms with specific experience and success in providing Title Services. All proposals must include:

A. Firm name, address, telephone number and contact person(s) email address.
B. Brief history of Firm and key personnel, including number of years of experience.
C. Fee Schedule and description of the services listed in the Section 4 below; and timeframe.
D. Description of *other* services offered by your Firm.
E. Non-Collusive Form, completed

SECTION 4. SCOPE OF SERVICES & QUALIFICATIONS

4.1 Scope

The Firm shall provide title search services, title insurance or other services for various properties throughout the term of the contract. Properties will typically be used for the construction of a public roadway and other public benefits and transactions are typically donations or cash transactions. The City cannot determine the actual quantity of each listed service that will be required during the term of the contract. The Firm shall be capable of providing the following services:

- Title Search services
- Title insurance commitments
- Title insurance policies
- Real estate closing services
- Record all recordable documents
- Miscellaneous services such as providing copies of easements, deeds, subdivision plats, legal descriptions.

4.2 Timeframe

The firm will generally have a total of 35 days to complete each service as requested. However, due to complexity of certain services, at the time the City requests a particular service, the City and the Firm will agree on the time of completion for the services.

4.3 Qualifications/Licensing

The Firm must be licensed to practice by the Missouri Department of Insurance.

TITLE SERVICES RFP #17-095
SECTION FIVE
OFFER AND SCHEDULE OF FEES

The undersigned has thoroughly examined the entire RFP, including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein.
(All costs are based on per parcel unless otherwise noted)

Commercial Parcel with Structure

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

Commercial Parcel without Structure

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

Industrial Parcel with Structure:

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

E-recording charge: $4.00 per document

Industrial Parcel without Structure

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

Agricultural Parcel with Structure

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

Agricultural Parcel without Structure

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

Residential Parcel with Structure

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

Residential Parcel without Structure

Title Search for entire parcel $_____

Title commitment/title insurance based on a policy from $0.00–$200,000.00: $_____

Title commitment/title insurance based on a policy from $200,000.00- $500,000.00: $_____

Title commitment/title insurance based on a policy from $500,000.00 and above: $_____

Closing fee: $ _____ (both sides)

Closing Protection letter: $_____

E-recording charge: $_____ per document

* * * * * * *

RENEWAL (YEAR 2): Percentage increase based on Year 1 pricing: _____%

RENEWAL (YEAR 3): Percentage increase based on Year 1 pricing: _____%

RENEWAL (YEAR 4): Percentage increase based on Year 1 pricing: _____%

Date: _____

Legal
Company Name: _____

Signature: _____

Name (Printed): _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone No.: _____

Fax: _____

Email address: _____

Federal Tax ID No.:_____

State in which Company is incorporated: _____

State Business/Charter Number: _____

SECTION 6. EVALUATION CRITERIA

The criteria used to select a Firm include the following factors:

A. Responsiveness of the proposal. (10 points)
B. Ability, capacity, experience, and qualifications of the Firm to perform the services. (40 points)
C. Services to be provided and timeframe (25 points)
D. Price to provide the services requested. (25 points)

SECTION 7. SELECTION PROCESS

The City will review and evaluate the proposals based on the evaluation criteria in Section 6. Firms may be selected for interviews or questioned for clarification. However, the City may choose to proceed without interviewing any Firms.

The City reserves the right to award to multiple Firms. Awarded Firms will be utilized on a rotational basis.

SECTION 8: MISCELLANEOUS

A. Schedule: The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Request for Proposal	February 6, 2017
Deadline for Questions	February 13, 2017
City's Response to Questions	February 14, 2017
Proposals Due Date	February 21, 2017

B. **Questions Regarding Scope of Work or Proposal Process**: To ensure fair consideration for all Firms, the City prohibits communication to or with any department, board members, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Firm to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between Firm and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a Firm may be grounds for disqualifying the offending Firm from consideration for award of the proposal and/or any future proposal(s).

C. Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City's Procurement Department (See Contact, Page 4) in writing by the deadline specified in the RFP. No inquiries, if received after the deadline set for receipt of questions may be given any consideration.

D. **Addenda**: If it becomes necessary to revise or amend any part of this Request for Proposal, the Procurement Department will post the revision by written Addendum to the Request for Proposal on the City's website http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php. It is the Bidder's responsibility to check for any issued addendums prior to submitting their proposal.

E. This solicitation is a Request for Proposals therefore there is no public opening nor will the names of the Firms be read.

F. The City reserves the right, in its sole discretion, to reject any or all proposals, or portions thereof, to waive technicalities or deficiencies in any or all the proposals. The City of Wentzville reserves the right to cancel this RFP in part or in its entirety.

G. The City of Wentzville hereby notifies all Firms that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

H. **City Seal, Flag and Logo:** In accordance with City of Wentzville Ordinance No. 2633, the City of Wentzville logo is a registered trademark. The City logo is not to be used in bid submissions or advertisements. The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City.

I. **Non-Discrimination:** The Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability. The Firm shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for work performed under the terms and conditions of this anticipated contract. A breach of this provision may be grounds for Contract termination.

J. **References:** The City may or may not request references from proposing Firm(s).

K. **Non-Exclusive Agreement:** The agreement resulting from this RFP 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.

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of Missouri)
S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is the (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such bid is genuine and is not a collusive or sham bid; and that all statements made and fact set out in the bid are true and correct;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other Bidder, Firm, or person, to submit a sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, Firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix the overhead, profit, or cost element of the Bid price of the other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Wentzville or any person interested in the Proposed Contact.

5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and

6. He further certifies that Bidder is not financially interested in or financially affiliated with any other Bidder on this project.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20__

_____
Notary Public

My Commission expires: _____

Presented as Sample Enclosure Contract #_____

TITLE SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 2017, by and between _____, a _____ having a principal office at _____ (the "Firm"), and the City of Wentzville, a Missouri municipal corporation located in St. Charles County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

A. In response to RFP #17-095 of the City requesting proposals for Title Services, the Firm has submitted a certain Proposal in accordance with the Proposed Documents to perform the Services.

B. After due consideration, the City has accepted the Proposal of the Firm and the parties hereto desire to enter into this Agreement whereby the Firm shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Firm as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Firm hereby agree as follows:

1. **Contract Documents.** This Agreement shall consist of: (i) RFP #17-095 including, without limitation:

a. Request for Proposals
b. Firm's Proposal and Schedule of Fees
c. Affidavit of Non-Collusion
d. Executed Agreement
e. Affidavit of Participation in Federal Work Authorization Program Form
f. E-Verify with Electronic Signatures
g. Terms and Conditions
h. Scope of Services
i. Certificate of Insurance
j. Notice of Award (issued by City)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the office of the Procurement Department and Office of the City Clerk of Wentzville, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). When any provision(s) of the contract documents conflict, the provision(s) most advantageous to the City shall govern.

2. **Term:** The term of this contract shall be date of award through _____(one year), with City reserving the option to renew for three additional consecutive one-year periods, subject to the "Multi-year contracts; Non-appropriation" provisions of the attached Terms and Conditions.

3. **Scope of Services**

Services to include all services set forth in the Scope of Services, Section 4 of the Request for Proposal (the "Services").

Except as expressly specified herein, Firm hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in the Scope of Services, Section 4 of the Request for Proposal. All Services shall be in conformance with all applicable policies of the City and laws of Missouri applicable to 4th class cities, all federal laws and requirements and all rules and regulations thereunder, and the generally accepted standard of care.

The above described Services shall be provided by the Firm in accordance with all the provisions of this Agreement, City policies and attached City of Wentzville General Conditions for the Services, attached to the Request for Proposal and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

4. **Compensation**

The City hereby agrees to pay the Firm, as full compensation for the complete and satisfactory performance of this Agreement:

Such amount as is set forth in the attached Offer and Schedule of Fees as submitted by Firm that is incorporated herein in its entirety and subject to any such limits as established herein or therein and in approving authorization by the City.

5. **Time and Manner of Payments**

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385, or accountspayable@wentzvillemo.org .

6. **Attorney Fees' and Costs.** The Firm shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Firm's breach of the Agreement, the Firm's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

7. **Other Representations, Warranties and Other Covenants by the Firm.** The Firm represents and warrants that the Firm has been engaged in such work as is required for the Services and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Firm has sufficient expertise, knowledge, information and data, and engages sufficient personnel to perform the Firm's obligations under this Agreement. The Firm further represents and warrants that the Firm is an

equal opportunity employer. The Firm agrees that the Firm shall not use in any form or medium the name of the City for any advertising unless the Firm receives the prior written consent of the City.

8. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

9. **Firm's Liability Insurance**. The Firm shall obtain and maintain during the term of the Agreement the insurance coverage's at least equal to the coverage's set forth in this paragraph 9, and as further provided in the Terms and Conditions, but no event less than the individual and combined sovereign immunity limits established by Section 537.610 R.S.Mo. Insurance policies providing required coverage's shall be with companies licensed to do business in the State of Missouri and rated no less than AA by Best or equivalent. All costs of obtaining and maintaining insurance coverage's are included in the Bid Amount and no additional payment will be made therefor by the City:

Comprehensive General Liability Insurance (including coverage for Bodily Injury and Property Damage)	$1,000,000 per occurrence $2,763,000 aggregate
Commercial Automobile Liability Insurance (including coverage for Bodily Injury and Property Damage)	$1,000,000 per occurrence
Employer's Liability	$1,000,000 bodily injury by accident (each accident) $1,000,000 bodily injury by disease (each employee) $1,000,000 bodily injury policy limit
Professional Liability - Errors and Omissions	$1,000,000 per claim

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed at the Project site.

Policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the services as outlined in the Request for Proposals. The certificates must state, "The City of Wentzville is an additional insured", on a primary and non-contributory basis. Certificate Holder shall be listed as "City of Wentzville, Attention City Clerk, 310 W Pearce Blvd., Wentzville, MO 63385." The certificate shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City.

The City may waive any insurance coverage's or amounts required by this paragraph 9 when the City deems such waiver to be in the interest of the public health, safety, and general welfare.

10. Termination. The City shall have the right to terminate this Agreement at any time for any reason by giving the Firm written notice to such effect. The City shall pay to the Firm in full satisfaction and discharge of all amounts owing to the Firm under this Agreement an amount equal to the cost of all Services performed by the Firm up to such termination date, less all amounts previously paid to the Firm on account of this Agreement Price. The Firm shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Firm for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

11. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

FIRM	CITY OF WENTZVILLE, MISSOURI
By: _____ Name	By: _____
_____ Address	Date: _____
_____ City, State, Zip	

TITLE SERVICES
TERMS AND CONDITIONS

Independent Firm. The Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Firm shall be employees of said Firm and not employees of the City in any respect.

Compliance with Laws. The Firm shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Firm shall notify the City of the nature and impact of such conflict.

Subcontracts. The Firm shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Firm utilizes a subcontractor, the Firm shall ensure that any agreement between Firm and such subcontractor complies with all requirement imposed for such agreement by federal, state, and local law. In addition, this Agreement shall not be assigned by the Firm.

If the Firm submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Firm of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Firm warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo., upon the receipt of such payment by the Firm, will not be subject to a lien under 429.015 RSMo.

Indemnification. To the fullest extent permitted by law, the Firm agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently performed hereunder by the Firm, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Firm under the terms of this agreement. The Firm shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Firm agrees that this indemnification requires the Firm to obtain insurance in amounts specified herein and that the Firm has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Firm shall look solely to the City for the satisfaction of any claims the Firm may have arising under this Agreement.

Insurance. The Firm shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued be such company or companies as may be satisfactory to the City. In addition to the foregoing, the Firm shall maintain Professional Liability “errors and omissions” insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise

approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Firm's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

Nondisclosure/Confidentiality. The Firm agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

Changes. No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Firm shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Firm, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Firm shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Firm, upon written notice from the City, to immediately proceed with such alteration or change, and the Firm shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "**Event of Nonappropriation**"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Firm shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Firm.

Other Firms. The City reserves the right to employ other Firms in connection with the Services.

Request for Proposals. If the City issued a request for proposals in connection with the Services, such request for proposals and the proposal of the Firm in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Firm/Services Agreement or proposal of the Firm, the requirements of the City's Request for Proposal and this executed Firm/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

Work Records and Work Product. The Firm shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Firm created in performance of or relating to this Agreement. The Firm agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Firm shall promptly deliver to City any documents, and work product, whether printed or electronic.

Personnel. The Services shall be performed exclusively by the personnel of the Firm identified in the Firm's proposal and no other personnel of the Firm shall perform any of the Services without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Firm shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Services. The Firm shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Firm shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Representations. The Firm agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

Governing/Choice of Law; Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this Agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri or the U.S. District Court for the Eastern District of Missouri.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Presented as example; not required with proposal

AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM

Comes now _____as _____first being duly sworn, on my
(Name) (office held)

oath, affirm _____ is enrolled and will continue to participate in a federal
(company name)

work authorization program in respect to employees that will work in connection with the contracted services related to the services being provided to the City of Wentzville for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that _____ does not and will not
(company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded.

Attached to this affidavit is documentation of _____'s
(company name)

participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIAPTES IN FEDERAL WORK AUTHORIZATION PROGRAM)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

_____ _____

Signature (person with authority) Printed Name

_____ _____

Title Date

State of Missouri)
) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 2016.

_____

My commission expires: Notary Public

Presented as information; not required with proposal

PROOF OF E-VERIFICATION WITH U.S. DEPARTMENT OF HOMELAND SECURITY

Electronic Signature Page