



**City of Wentzville
Department of Procurement**

**REQUEST FOR PROPOSALS NO. #16-471
DENTAL INSURANCE SERVICES**

Solicitation Issue Date:
August 5, 2016

TABLE OF CONTENTS

SECTION 1 PURPOSE / INTRODUCTION / BACKGROUND

SECTION 2 IMPORTANT DATES AND INFORMATION

SECTION 3 SUBMISSION OF PROPOSALS

SECTION 4 PROPOSAL REQUIREMENTS

SECTION 5 SCOPE OF SERVICES

SECTION 6 OFFER AND SCHEDULE OF FEES

SECTION 7 EVALUATION CRITERIA

SECTION 8 SELECTION PROCESS

SECTION 9 MISCELLANEOUS

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

SAMPLE AGREEMENT

TERMS AND CONDITIONS

FEDERAL WORK AUTHORIZATION FORM

E-VERIFY INFORMATION

DENTAL PLAN DESIGNS (Exhibit A)

SECTION 1. PURPOSE / INTRODUCTION / BACKGROUND

The City of Wentzville is soliciting proposals from qualified Firms for Dental Insurance. The term of the awarded contract shall be for three years (January 1, 2017 through December 31, 2019).

Proposals submitted in response to the specifications contained herein shall comply with the instructions and procedures detailed in this Request for Proposal (RFP).

The City is seeking dental insurance services for eligible employees, dependents, and former enrollees who are continuing coverage under COBRA. Services that assist the City in measuring the quality and cost of care provided to participants, plan analysis and other administrative services are expected to be included in the pricing with the additional fees specified.

The City offers eligible participants the choice between two dental plans. Approximately 175 participants participate in the City's Dental plan.

The City of Wentzville's primary goals are to:

- Provide affordable Dental coverage;
- Enhance and protect the quality of Dental coverage; and
- Offer networks that provide reasonable accessibility to plan participants.

SECTION 2. IMPORTANT DATES AND INFORMATION

Issue Date:	August 5, 2016
RFP Questions Due:	August 12, 2016
Line of Service:	Dental
Eligibility/Census:	Included with RFP
Schedule of Benefits:	Included with RFP
Proposal Due Date:	August 26, 2016
Effective Date:...	January 1, 2017

Declining the RFP: Companies declining to offer a proposal for coverage should submit a formal letter of declination to Scott James, J.W. Terrill, sjames@jwterrell.com

Commission: Net of all commissions

SECTION 3. SUBMISSION OF PROPOSALS

One (1) original and two (2) copies shall be submitted, in a sealed envelope or package:

RFP Due: August 26, 2016, 2:00 p.m. prevailing Central time

Location: City of Wentzville
RFP #16-471
Attn: Procurement Department
310 West Pearce Blvd
Wentzville, MO 63385

Contact: Scott James, J.W. Terrill
Phone: 314-594-2746 E-mail: sjames@jwterrill.com

ALL QUESTIONS SHOULD BE TRANSMITTED VIA E-MAIL

SECTION 4. PROPOSAL REQUIREMENTS

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to allow for easy reference.

1. The Proposal shall include a **Letter of Transmittal** that provides an introduction to the Firm and includes an expression of the Firm's ability and desire to meet the requirements of the RFP. The Letter of Transmittal should include the phone number and email of the appropriate contact person. The Letter of Transmittal should be under the signature of an officer of the Firm.
2. The Proposal shall include an **Executive Summary** that briefly describes the Firm's approach to meeting the City's requirements as outlined in the RFP, indicates any major requirements that cannot be met, and highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the City's requirements by reading the Executive Summary.
3. The Proposal shall include a **Summary of Compensation** that describes the Firm's manner of compensation and discloses any and all fees and premiums.
4. The Firm shall provide "**References and Experience**," thereby providing the City a listing of all Missouri municipalities for which the Firm currently provides applicable services. Please also provide contact information for 3-5 Municipal clients of similar size to the City of Wentzville. The Firm shall additionally provide the City a

listing of all municipal clients that have discontinued service from the Firm in the past five years due to poor performance or non-performance.

5. The Firm shall complete “Non-Collusive Affidavit.”
6. The Firm shall complete the “Federal Work Authorization Program Affidavit.”
7. The Firm shall submit a copy of its E-Verify Memorandum of Understanding.
8. The Firm shall provide proof of Registration with Missouri Secretary of State. Contract Awards are contingent upon the Firm providing the City, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State’s Office, showing the Firm is in good standing to conduct business in Missouri.

SECTION 5. SCOPE OF SERVICES

A. Dental - General Qualifications and Experience

1. Specify how long the Firm has been in business performing the services requested.
2. Indicate whether the Firm is privately or publicly held and who owns the Firm.
3. Describe your Firm organizational structure. Does it have an affiliation with other business entities, including any subsidiaries? Has your Firm changed ownership or parent Firm or are you aware of any potential change in ownership or parent Firm? If so, please explain the nature of these affiliations.
4. Enclose the résumés for the critical staff who would be involved in implementing and servicing the account once it becomes operational. Please identify the City's primary contact(s) and note that the City expects each will be present during the interview phase. Describe the proposed team's experience in working with public entities. Please indicate the number of clients with which each proposed team member currently works.
5. Provide a detailed transition plan (in calendar/timeline format) and outline the procedures necessary to implement the services required within the time frame specified as follows. Please describe the specific activities for which the City and Firm would be responsible specifying the information that the City must provide. The Firm shall provide all necessary transition period services at its own expense.
6. Identify location(s) from which requested services will be provided (e.g., claims adjudication, customer service, account management, etc.).

B. Dental - Enrollment and Eligibility and Plan Administration - Scope of Work

1. Provide a description of eligibility and enrollment procedures used at the beginning of a plan year and procedures used as new participants are added to the plan. Specifically, address:
 - a. the formats in which you can receive such applications (particularly paperless applications sent via the Internet);
 - b. the edits you conduct when processing applications;
 - c. the procedures you follow upon error detection;
 - d. the eligibility checks you conduct when processing such applications; and
 - e. the process you maintain for retaining such records (specifically, maintaining for at least three years records of date of receipt of application, disposition, and date and reason for acceptance or rejection).

2. Describe the ability of your Firm's administrative system to provide a means for the City to transmit electronic eligibility information. Specifically address:
 - a. your ability and experience in accepting and forwarding full-file transfers;
 - b. the frequency by which you can receive such files;
 - c. the formats in which you can accept such data and other requirements that the City must provide;
 - d. the reconciliation process, if any, you undergo to compare the newly downloaded data with the prior data for error detection purposes; and
3. Please confirm your willingness to compare the City's membership with your membership as of a given date, and to identify any discrepancies for reconciliation by both the contractor and the plan.
4. Describe the process and timeline to prepare and issue identification cards (whose format is approved by the City) and verify enrollment information. Please provide a sample ID card.
5. Will your Firm charge a fee for card preparation or replacement cards?
6. Can you put the City's name and logo on the identification card? Is there any additional charge for this?
7. What is the maximum number of identification cards allowed per family without any additional card production charges?
8. Provide sample communications.
9. Do you provide a welcome packet? Is it distributed at the workplace by the employer or do you direct mail the packet to participant's home address? Please attach a sample of your welcome packet. Does your welcome packet include a membership ID card?
10. How often and from what location are benefit payments, EOBs and notices of adverse decisions produced? Please provide samples and discuss options available for EOBs.

C. Administrative Services and Management Information

1. How much time is needed to implement benefit plan changes?

2. Detailed reporting is critical to the effective management of the City's program. Provide a copy of your standard monthly, quarterly and annual reports. Describe your ability to accommodate management reports specifically requested by the City.
3. Are regional and industry benchmarks available as a comparison reporting tool? If so, please provide details concerning the parameters and numbers of clients within each of these benchmark areas.
4. Please confirm your willingness to provide comprehensive support and feedback to assist the City with renewal decisions.

D. Other Services/Information

1. Please confirm your Firm's ability to provide appropriate representation at regularly-scheduled vendor meetings each quarter and occasional committee and Board meetings.
2. Please note any other information that you believe differentiates your Firm from your competitors.

E. Internet Capabilities

Please describe, in detail, the services available to both employer and member through your Firm's website. What additional services do you plan to make available and when?

F. Plan Design

1. Please review the plan designs and confirm that your Firm is able to administer the existing plan designs or specifically identify any plan designs that your Firm would not be able to administer.
2. How frequently is R&C data loaded on the claims system? How do you ensure the R&C data remains competitive and reasonable?
3. Please provide a self-insured proposal.

G. Pricing

1. Provide a listing of standard programs and services that are included in the base pricing arrangement as well as a listing of any additional services that are available and their applicable costs.
2. Please provide your most competitive rate guarantee for three years of service.

H. Network Contracting

1. Please provide your Firm’s standard Geo Access results, using the census zips located in the census file obtained by emailing Scott James at sjames@jwterrell.com. For Dental, please assume access standards of 2 in 10 miles for general dentists and 2 in 20 miles for specialists.
2. What is the normal time it takes your Firm to contract with a Dental Care Provider? Describe how a participant can nominate a prospective provider, and the timing to add the prospective provider to the network.
3. Explain how you maintain quality control with your network.
4. Does your Firm offer a smaller, more competitively-priced network? If so, what providers are excluded? What is the average % savings for an employer similar to the City?
5. Is any part of the proposed network leased? If yes, please identify the owner of the network.
6. What options are available to students and retirees living away from this immediate area?
7. What methods are available for identifying network providers?
8. What is the current percentage of network providers that are accepting new patients?
9. Please complete the table below regarding your network for **the County of St. Charles, MO**:

Network Counts	Number
All Dentists	
All Dental Specialists	

I. Member Services

1. What are the hours that Member Services is available for members and providers?
 2. What is the procedure when members call after business hours? What is the standard time for responding to member issues after hours?
- 9.** From what location(s) is member services provided?

SECTION 6. 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.

Total Fees (include all possible fees):

2017 Dental Insurance Services: \$ _____

2018 Dental Insurance Services: \$ _____

2019 Dental Insurance Services: \$ _____

Date: _____

Firm's Legal Name: _____

Signature: _____

Name (Printed): _____

Title: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone No.: _____

Fax: _____

Email address: _____

Federal Tax ID No.: _____

State in which Firm is incorporated: _____

State Business/Charter Number: _____

SECTION 7. EVALUATION CRITERIA

The following will serve as the basic criteria for the selection of the Firm.

1. Understanding of the work required by the Firm as evidenced by the Proposal; Responsiveness of the proposal (10 points).
2. Ability, capacity, and experience of the Firm to perform the services; qualifications of staff proposed for the project and the quality of the network offered. (20 points).
3. Responses of References (5 points).
4. Total resources of the Firm that can be applied to the advantage of the City. (15 points)
5. The scope of services offered and the extent to which they meet or exceed the requirements of the City. (20 points)
6. The total cost of the services offered to the City (30 points).

SECTION 8. SELECTION PROCESS

The City will review and evaluate the proposals based on the evaluation criteria in Section 7. Firms may be selected for interviews or questioned for clarification. However, the City may choose to proceed without interviewing any Firms.

SECTION 9: 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	August 5, 2016
Deadline for Questions	August 12, 2016
Response to Questions	August 16, 2016
Proposals Due Date	August 26, 2016

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. 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 Firm 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.

H. 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.

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

DENTAL INSURANCE SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of _____, 2016, 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 #16-471 of the City requesting proposals for Dental Insurance 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 #16-471 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. Notice of Award

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 for three years (January 1, 2017 through December 31, 2019), subject to the “Multi-year contracts; Non-appropriation” provisions of the attached General Conditions.

3. Scope of Services:

Services to include all services set forth in the Scope of Services, Section 5 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 5 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.

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 Project and 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 \$2,735,000 aggregate
Comprehensive 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

In addition, the Firm 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 Firm 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 NAME

CITY OF WENTZVILLE, MISSOURI

Signature

Signature

Name & Title

Name & Title

Address

Date

Date

ATTESTED:

City Clerk

DENTAL INSURANCE 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 by 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.

**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
(Firm 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
(Firm 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
(Firm name)
participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT FIRM PARTICIPATES 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

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

Electronic Signature Page

BASIC PLAN

Benefit/Service	PPO Network	Premium Network	Non-Network
Deductible Individual Family Deductible Applies To:	\$50 \$150 Basic & Major	\$50 \$150 Basic & Major	\$50 \$150 Basic & Major
Coinsurance Preventive Basic Services Major Services* (*12 mo wait)	0% 20% 50%	0% 30% 60%	0% 30% 60%
Annual Benefit Maximum	\$1,000 (per person)	\$1,000 (per person)	\$1,000 (per person)
Orthodontia (Adult & Child)	50%	50%	50%
Ortho Lifetime Maximum	\$1,000 (per person)	\$1,000 (per person)	\$1,000 (per person)

ENHANCED PLAN

Benefit/Service	PPO Network	Premium Network	Non-Network
Deductible Individual Family Deductible Applies To:	\$50 \$150 Basic & Major	\$50 \$150 Basic & Major	\$50 \$150 Basic & Major
Coinsurance Preventive Basic Services Major Services* (*12 month wait)	0% 20% 50%	0% 30% 60%	0% 30% 60%
Annual Benefit Maximum	\$2,000 (per person)	\$2,000 (per person)	\$2,000 (per person)
Orthodontia (Adult & Child)	50%	50%	50%
Ortho Lifetime Maximum	\$1,500 (per person)	\$1,500 (per person)	\$1,500 (per person)