



City of Wentzville
Procurement Department
310 West Pearce Blvd.
Wentzville, Missouri 68835
(636) 639-2005

Request for Proposals

For

Recodification of the City Code of Ordinances

RFP #16-005

Issued Date: March 7, 2016

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**Request for Proposals
For
Recodification of the City Code of Ordinances**

SECTION 1. PURPOSE / INTRODUCTION / BACKGROUND

The City of Wentzville (“the City”) is soliciting sealed proposals from qualified Firms for recodification and supplemental services of the City’s Code of Ordinances. The City was incorporated as a fourth class city in March 1872 and under RSMo 79.010 established governmental procedures and services with a population of at least 29,070 residents and 583 licensed businesses.

The Firm shall offer services and materials which may be upgraded with optional services and materials which may not be purchased at time of award.

The City is seeking a total package for service/materials equal to or exceeding specifications set forth on the attached pages. Those not meeting these standards will be rejected.

The initial contract will be for three (3) years with the option to renew for five (5) additional twelve month periods.

The City’s Code of Ordinances was enacted in 1968, recodified in approximately 1987 by Municipal Code, recodified in 1996 and in 2008 by Sullivan Publications. There have been 12 Supplements since the last recodification. The Code of Ordinances is provided for public viewing through the City’s website.

Currently, the Code is divided into Titles, Cross Reference and Index as follows:

Introduction: Officials and Ordinance enacting Code of Ordinances (2008) (6 pages)

Table of Contents (8 pages)

Title I: GOVERNMENT CODE – General Provisions, Election, Administration, Open Meetings and Records, Board of Aldermen, Officers, Code of Ethics, Boards, Commissions and Committees, Personnel Policy, Finance, Procurement, Municipal Court, Anti-Fraud and Corruption Policy, Political Activity (188 pages)

Title II: PUBLIC HEALTH, SAFETY AND WELFARE – Police Department; Animal Regulations; Offenses; Nuisances; Park and Recreation Facilities; Human Rights; Emergency Management; Garbage and Rubbish; Food Service Establishment Code; Criteria for the Planting, Maintenance and Removal of Trees, Shrubs and other Plants (190 pages)

- Title III: TRAFFIC CODE – General Provisions; Traffic Administration; Enforcement and Obedience to Traffic Regulations; Traffic Control Devices; Speed Regulations; Turning Movements; One-Way Streets and Alleys; Stop and Yield Intersections, Railroad Crossings; Miscellaneous Driving Rules; Alcohol-Related Traffic Offenses; Pedestrians’ Rights and Duties; Method of Parking; Stopping, Standing or Parking Prohibited in Specified Places; Stopping for Loading or Unloading Only; Stopping, Standing or Parking Restricted or Prohibited on Certain Streets; Commercial Vehicles; Vehicle Equipment; Bicycles and Motorized Bicycles; Licensing Requirements; Parades, Processions, Demonstrations; Abandoned Property; Snow Removal (100 pages)
- Schedules I – XII – Speed Limits; One-Way Streets and Roundabouts; Stop Signs; Yield Intersections; Traffic Control Signals; Parking Restrictions; School Signs; Commercial Vehicles and Trucks; Increased Safety Areas; Midblock Crosswalks; Emergency Snow Routes; Golf Cart Lanes and Crossings (53 pages)
- Title IV: LAND USE – General Provisions; Zoning Regulations; Subdivision Regulations; Floodway and Floodway Fringe Districts; Administrative Procedures for Flood Plain Management (360 pages)
- Title V: BUILDING AND CONSTRUCTION – Building Codes; Streets, Sidewalks and Other Public Places; Explosives and Blasting Regulations; Erosion and Sediment Control Dangerous Buildings; Construction Over Public Right-of-Way; Aquatic and Recreational Facilities Code; Relocation Policy (119 pages)
- Title VI: BUSINESS AND OCCUPATION – Alcoholic Beverages; Business Licenses; Peddlers, Solicitors and Canvassers; Private Security Officers; cigarette Tax; Mechanical Amusement Centers; Adult business; Pawnbrokers; Utility C=Gross Receipts Tax; Pay-Day Loan and Title Loan Businesses; Tattoo and/or Body Piercing and/or Branding Establishments; Signs for Yard Sales or Similar Sales; Cable and Communications Code (118 pages)
- Title VII: UTILITIES – General Provisions; Water; Cross-Connection Control and Backflow Prevention; Sewers; Wastewater Pretreatment; Stormwater Pollution Control (81 pages)
- Cross Reference – (57 pages)
- Alphabetical Index – (89 pages)
- Total number of pages = 1369**

The Sections of the Code are periodically reviewed by various City Departments, however, a complete review and analysis was done in January 2008.

The City desires to maintain the Code of Ordinances defined by Titles to decrease the learning curve for those that are familiar with the location of Code provisions. The City seeks to determine a cost to keep the Code in Title form versus another form of separating the Code information.

SECTION 2. SUBMISSION OF PROPOSALS

- 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 Proposals	March 7, 2016
Deadline for Questions	March 15, 2016
City's Response to Questions	March 16, 2016
Proposals Due Date	March 25, 2016 2:00 PM CST
Board of Aldermen Approval	April 13, 2016
Contract Award	April 14, 2016

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

City of Wentzville
Kimberly Butts, CPPO, CPSM
Director of Procurement
310 W. Pearce Blvd.
Wentzville, MO 63385

Envelope or package shall be labeled with RFP #16-005, Codification Services for City Ordinances and the name of the Firm submitting the Proposal.

- 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 member, 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 directed to Kimberly Butts, Director of Procurement, (636) 639-2005, kimberly.butts@wentzvillemo.org 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 Firm'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.

SECTION 3. PROPOSAL REQUIREMENTS

The City will consider proposals from Firms with specific experience and success in recodification services. Discuss the qualifications of your Firm and its ability to provide the City Recodification Services and Loose-leaf Supplemental Services for the applications as described and requested services. Submittals shall include:

- A. Firm name, address, telephone number and contact person(s) email address.
- B. Qualifications of Firm. Indicate the related and special experience of your Firm within the past five years, including recodification experience (required) in conducting services of similar scope and magnitude, with the City of Wentzville and other agencies. Provide names of agencies and contact person(s) of at least three cities in the state of Missouri where similar projects have been completed. Emphasize the specialties and strengths of your Firm. Include a brief history of Firm.
- C. Key Personnel and Availability. Provide a brief resume of each key person(s) and/or specialists to be assigned to these projects and indicate your Firm's current work load and availability of personnel to complete the project in a timely and professional manner. Include the number of employees available in your Firm, classified by the field(s) of experience. In addition, Firm shall include:
 1. An organizational chart and describe the responsibilities of relevant firm or team members.
 2. Law editorial staff (attorneys' years of experience, educational background, etc.) to be assigned to this project.
 3. Support staff (i.e. editors, indexers, proofreaders, etc.) to be assigned to this project.
 4. The degree of work, if any; that is to be subcontracted (i.e. attorneys, printing, etc.)
 5. A copy of the last legal review completed in Missouri including websites.
 6. A copy of your current or last annual State Law Review report.
 7. Timeline of initial project completion.
- D. Proposed Sub-contractors, Joint Venture or Partnership Agreements. Identify any sub-contractors or other Firms you may use to augment your efforts. Include their qualifications, experience and anticipated tasks.
- E. Schedule of Fees. Provide a schedule of fees, including hourly rates and a lump sum cost for the initial phase as it may pertain to the services requested. Fees should include the initial project cost, hourly rates for services not included in the initial project and specific costs associated with providing Code Supplemental

Services. All rates shall be kept as proposed for the initial term of the anticipated agreement. Additional charges such as mileage, travel expenses, copying charges and other, should be detailed and included, including list of additional charges for customization.

F. Additional Documentation. Firms must provide:

1. Non-Collusive Form completed
2. A copy of the E-verify document as required by the State of Missouri, Section 285.500 et.Seq.

SECTION 4. SCOPE OF SERVICES

- A. All proposals shall be based on a volume of 1369 pages. Once the initial code review and update project is completed, periodic updates shall be required for compliance.
- B. Services will include review with appropriate City staff of individual Titles of the Wentzville Code of Ordinances. All proposals should be based on a volume of 1369 pages. Page size shall be 8½" x 11" and shall contain tables, photos, dimensions and drawings, as currently included in the current Code. The specifications listed herein are the minimum requirements. Initial project should be complete within one year of contract award.

The City desires to keep the Code as Titles versus Articles or Chapters.

- C. The Firm shall conduct editorial conferences with appropriate City officials to review and discuss the recommended changes to the whole or part of the City Code. The City has 14 departments plus the City Clerk and City Attorney to be included in this review. Include add-on price per on-site review beyond these conferences.
- D. Once the recodification is in final form, the Firm shall deliver to the City 25 copies of the entire Code in binders.
- E. Supplemental upkeep services shall be provided as follows:
 - 1. Updates to the Code shall be provided on a semi-annual basis.
 - 2. Twenty-five copies of any and all updates shall be provided to the City.
 - 3. Repagination shall occur with each of the updates and shall be included with copies provided to the City.
- F. The Firm shall advise the City of any ordinances that need to be considered by the City Council to be in compliance with the State laws.
- G. The Code will be hosted on the Firm's website with a link to this information on the City's website.
- H. Hosting services shall include:
 - 1. Reliable 24/7 hosting services for the online Code.
 - 2. Support keyword and phrase searches.
 - 3. A notation in the online Code when a new approved ordinance is received by the codifier.
 - 4. Allow users to print out the section, article and chapter level of the online Code.
 - 5. Provide easy and logical navigation of the online Code content.
 - 6. Provide a portable drive copy for backup or archive purposes.

7. Provide alternative viewing options to support slower internet connection and ADA requirements.
 - I. Code to be retained as City property.

SECTION 5. 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.

Schedule of Fees:

Initial Project Cost \$ _____ lump sum

Semi-Annual Code Supplemental Services \$ _____/page
This price per page would also be used if additional supplements are needed per year

In addition, Firm to attach any other fee schedule needed for this agreement that is not included in above.

All rates shall be firm for the initial Agreement of three years.

Proposal price validity is valid for ninety (days).

Date: _____

Legal
Company Name: _____

Signature: _____

Name (Printed): _____

Title: _____

Address: _____

City: _____

State: _____ ZIP Code: _____

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. Firm's Qualifications of Key Personnel and Experience. (30 points)
- B. Price to provide the services requested. (40 points)
- C. Firm's plan/processes, services to be provided, method of approach and schedule (30 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 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.

SECTION 8: MISCELLANEOUS

- A. **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 proposal 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.
- B. **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.
- C. **Agreement and Term:** The selected Firm will enter into a written agreement with the City with the terms and conditions set forth herein and provide service at the rates submitted in the accepted Proposal response. The initial term of the agreement will be for three (3) years including the fixed initial cost and rates for additional services within the initial term. Prior to expiration of the initial contract period, the city shall have the option to renew, one term at a time, pending approval of funding, for up to five (5) additional years through mutual written agreement between the City and the Firm. Pricing will be firm for the initial contract period. Beginning the first anniversary and annually thereafter, the Firm may submit a request in writing to the City's Director of Procurement for price adjustment. The request must be submitted no later than 60 days before the anniversary date and must clearly describe and justify increased expenses. The City may, at its discretion, approve the request provided it is satisfied that the Firm's request is justified. The project proposal provided under the anticipated agreements shall be amended to the agreements upon acceptance by the City along with the corresponding Firm provided proposal.

NON-COLLUSIVE AFFIDAVIT OF PRIME FIRM

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 Firm 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 Firm 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 Firm, 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 Firm, Firm, or person to fix the price or prices in the attached Bid or of any other Firm, or to fix the overhead, profit, or cost element of the Bid price of the other Firm, 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 Firm or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. He further certifies that Firm is not financially interested in or financially affiliated with any other Firm on this project.

Signed _____

Title _____

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

Notary Public

My Commission expires: _____

Presented as example; not required with proposal
CITY-FIRM AGREEMENT
CONTRACT #16-005
RECODIFICATION OF THE CITY CODE OF ORDINANCES

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

- D. In response to RFP #16-005 of the City requesting proposals for Recodification of the City Code of Ordinances, the Firm has submitted a certain Proposal in accordance with the Proposed Documents to perform the Services.
- E. 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 16-005 including, without limitation:
 1. Request for Proposals
 2. Firm's Proposal and Schedule of Fees
 3. Affidavit of Non-Collusion
 4. Executed City-Firm Agreement
 5. Terms and Conditions
 6. Scope of Services
 7. Affidavit of Participation in Federal Work Authorization Program Form
 8. E-Verify with Electronic Signatures
 9. Notice of Award (issued by City)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of 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 initial term of this agreement shall be date of award through three (3) years with the option to renew for five (5) additional twelve (12) month periods.
3. **Scope of Services:** Contractor 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 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 applicable to investment advisors.

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. **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.

- 10. **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

Signature

Nickolas Guccione, Mayor

Title

ATTEST:

Address

City, State, Zip

City Clerk

Date

Date

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 requirements 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 Non-appropriation**"), 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 information; not required with proposal

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

Electronic Signature Page