



City of O'Fallon
Defined Contribution Retirement Plan Consulting
Request for Proposals #21-019

CITY OF O'FALLON, MISSOURI

REQUEST FOR PROPOSALS

RFP NUMBER 21-019

**DEFINED CONTRIBUTION RETIREMENT PLAN CONSULTING
SERVICES**

February 12, 2021

INCLUDED ARE:

Proposal Instructions

Terms and Conditions

Scope of Services

Minimum Qualifications/ Potential Conflicts of Interest

Questionnaire/ Response Document

Proposal Form

Worker Eligibility Verification Affidavit

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified companies capable of providing advisory services related to the employee defined contribution retirement program for the City of O’Fallon. This RFP will precede an RFP to consolidate the defined contribution recordkeeping, plan administration and investment services. The RFP states the overall scope of services desired and specific functionality as well as required vendor qualifications.

This RFP provides prospective companies with sufficient information to enable them to prepare and submit proposals for consideration by the City of O’Fallon (hereafter referred to as “the City”) to satisfy the needs as outlined in the scope of services.

BACKGROUND:

The City is a governmental entity with approximately 441 full-time employees. The City provides a 457(b) Deferred Compensation Plan and a 401(a) Defined Contribution Matching Plan to supplement the defined benefit retirement program through LAGERS for its employees.

Currently, the City offers a 457(b) Deferred Compensation Plan, utilizing three (3) entities for recordkeeping, plan administration and investment services:

- Empower Retirement (formally MassMutual) provides services for 123 eligible employees currently investing \$6.23 million.
- Voya Financial provides services for 81 eligible employees currently investing \$3.95 million.
- International City Management Association Retirement Corporation (“ICMA-RC”) provides services for 117 eligible employees currently investing \$3.37 million.

The City’s 401(a) Defined Contribution Matching Plan utilizes Empower Retirement to provide recordkeeping, plan administration and investment services for 285 eligible employees currently investing \$2.25 million.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	February 12, 2021
Deadline for submission of questions:	February 23, 2021 at 12:00 P.M. CST
Proposal submission deadline:	March 4, 2021 at 12:00 P.M. CST

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri; Purchasing Office, 100 North Main Street; O’Fallon, Missouri 63366 prior to March 4, 2021 at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such), one copy, and one electronic copy on flash/thumb drive of the complete proposal. The file submitted on flash/thumb drive shall include all attachments and signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Companies mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O'Fallon, Missouri "**RFP # 21-019 Defined Contribution Retirement Plan Consulting**" and must show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile or email transmittal. Do not staple or submit bid in any type of binder; binder clips are acceptable.

QUESTIONS

All questions must be submitted in writing to Julie Moellering, Purchasing Agent, no later than 12:00 P.M. (CST) on February 23, 2021 via email jmoellering@ofallon.mo.us or fax (636) 978-4144. The City will only respond by the end of day on February 25, 2021 to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website. <http://www.ofallon.mo.us/bid-opportunities>

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting company the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your company name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

CITY OF O’FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All companies shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O’Fallon and/or the State of Missouri.

LAW GOVERNING:

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

NON-DISCRIMINATING:

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

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by the City. A response summary of proposals will be available by contacting Julie Moellering, Purchasing Agent. The response summary will only include the names of the companies that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated by either or both parties upon thirty (30) days written notice or upon mutual agreement of both parties.

If the City, because of the Vendor’s breach, terminates this Contract, the City shall have the right to purchase service elsewhere and to charge the Vendor with any additional cost incurred.

Notwithstanding the above, the Vendor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Vendor and the City may withhold any payments to the Vendor until such time as the amount of such damages due the City from the Vendor shall be determined.

PRICING:

This request for proposal is a one (1) year agreement, exercised at the sole discretion of the City of O’Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

RENEWAL & EXTENSION:

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City’s option, the agreement may be renewed for four (4) additional one (1) year periods. **In no event shall the term plus renewals exceed five (5) years.** The items or services purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of the proposal packet. Request for a price increase for each period must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain. Price decreases are allowed at any time.

AWARD REQUIREMENTS:

Once the City is prepared to award the contract to the selected company, the company will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all of these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O’Fallon reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF O’FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O’Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as “Confidential/Proprietary” information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term “Confidential/Proprietary” does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O’Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O’Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the company of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O’Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm or company that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O’Fallon as an “Additional Insured” during the Term of the Agreement, and a copy of such “Additional Insured” endorsement must accompany the certificate.

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City’s or the Vendor’s defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City’s payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City’s tax exempt certificate shall be presented to the firm or company that is awarded a contract.

Inquiries concerning this Request for Proposals shall be directed to:

Julie Moellering
Purchasing Agent
City of O’Fallon, Missouri
100 North Main Street
O’Fallon, Missouri
Phone: (636) 379-5527
Fax: (636) 978-4144
jmoellering@ofallon.mo.us

END OF TERMS AND CONDITIONS

SCOPE OF SERVICES

The City desires a Consultant to serve as an independent reviewer of the Plan's recordkeeping, administration, and investments. The Consultant is expected to provide the following services as defined:

- A. Assist in creation on Retirement Plan Advisory Committee and Bylaws for the committee.
- B. Quarterly review of investment lineup for appropriateness of performance and fund fees/expense.
 1. Provide on-site performance reports to the Retirement Plan Advisory Committee.
 2. Provide overall economic context for discussion and evaluation of quarterly results.
 3. Determine if investment options offered are optimum choices given the considerations for diversification, risk, and return.
 4. Provide a cost analysis of the Plan's expenses to compare actual investment expenses to those offered by competitors.
 5. Assist the Client in continuously negotiating contractual terms and offer alternative recommendations.
- C. Review the Plan's investment policy.
 1. Review soundness and effectiveness of the policy in terms of addition, removal and retention of the mutual funds and investment products in the Plan.
 2. Ensure well defined procedures in the policy are in place for the review, maintenance, and monitoring of investment funds.
 3. Monitor and report on investment manager compliance to investment policy statement on a quarterly basis.
 4. Recommend and perform replacement manager/fund evaluations as necessary and appropriate.
- D. Review Plan Provider's recordkeeping, administration, administrative fees, and service guarantees results.
- E. Provide recommendations to ensure that all interested parties are fulfilling their respective fiduciary responsibilities.
- F. Provide educational services to Retirement Plan Advisory Committee on relevant topics.
- G. Review employee education strategy for fit with demographic and plan goals.
- H. Serve the Committee as a resource for retirement plan strategy and decision making.
- I. Provide assistance in issuing request for proposals and evaluating responses for selection of plan record keepers as needed.
 1. Provide full responses and summary information to the Committee for initial review, discussion and scoring.
 2. Review employee education and advice tools and philosophy, pricing and cost considerations, investment flexibility including preservation of principal option(s), and soundness of recordkeeping systems. Conduct reference checks as requested.
 3. Facilitate and conduct vendor interviews.
 4. Assist in contract negotiation and review.
 5. Participate in all transition calls, typically weekly, if necessary.
 6. Assist in participant communication and education regarding any vendor transition.

END OF SCOPE OF SERVICES

MINIMUM QUALIFICATIONS / POTENTIAL CONFLICTS OF INTEREST

The Consultant must meet the following minimum requirements and positively affirm their compliance by checking the boxes below, having this form signed by an authorized representative of the firm, and returning this page with the response document.

1. The Consultant must be able to prove through their responses they are a firm capable of serving as investment consultant for Deferred Compensation 457(b), Defined Contribution 401(a), and Retirement Health Savings Plans.
2. The Consultant must be able to prove through their responses they are a firm capable of providing assistance in issuing request for proposals and evaluating responses for selection of 457(b) and 401(a) record keepers.
3. The firm must be registered as an investment adviser under federal or state law and provide evidence of such.
4. The Consultant must be a Registered Investment Advisor under the Investment Advisors Act of 1940.
5. The firm must submit copies of its most recent Securities and Exchange Commission Form ADV, Parts I and II.
6. The firm must be a “Fee Only” firm with no commissions accepted from any other firms.
7. The firm must not be affiliated in any manner whatsoever, either directly or indirectly, with any organization that provides brokerage, insurance, investment management or any other service that, in the opinion of the City, constitutes a conflict of interest. The firm may not derive compensation from any brokerage, insurance, investment management or other provider that, in the opinion of the City, constitutes a conflict of interest. The City retains sole discretion to determine whether actual or potential conflicts of interest exist related to a proposer.
8. The primary consultant assigned to this account must have a minimum of five (5) years’ experience investment consulting services to public and/or private defined contribution plans.
9. As of January 1, 2021, the firm must have been in business at least five (5) years.
10. The Consultant must acknowledge in writing that it is a fiduciary of the plans.
11. The firm must complete the following Potential Conflicts of Interest Questionnaire. A ‘yes’ response to any of the following questions will result in disqualification of your firm and your proposal will not be considered further.

Yes No

- Do you or a related company have relationships with money managers or recordkeepers that you recommend, consider for recommendation, or otherwise mention to the plan? If so, please describe those relationships.

Yes No

- Are there any circumstances specifically related to your firm activities under which your firm, its officers, or employees receive direct or indirect compensation, or anything of value (tangible or intangible; gifts, travel, lodging, entertainment) from investment managers or recordkeepers?

Yes No

- Do you or a related company receive any payments from money managers or recordkeepers you recommend, consider for recommendation, or otherwise mention to the plan for our consideration?

Yes No

- Do you have any arrangements with broker-dealers under which you or a related company will benefit if money managers place trades for their clients with such broker-dealers?

Yes No

- Do your clients utilize money managers, investment funds, brokerage services or other service providers from who you receive fees?

Yes No

- Do you have any actual or potential conflicts of interest with, or adversarial litigation against the City? The City retains sole discretion to determine whether actual or potential conflicts of interest exist related to a proposer.

END OF MINIMUM QUALIFICATIONS / POTENTIAL CONFLICTS OF INTEREST

QUESTIONNAIRE / RESPONSE DOCUMENT

Firms desiring consideration should fully respond to the following items.

A. Firm Organization

1. Provide the name of the organization and the name and address, telephone, and e-mail of the person capable of negotiating and responding on behalf of the organization.
2. Briefly describe the company's background, history and ownership structure, including any parent, affiliated or subsidiary companies, and any business partners or joint ventures.
3. Please indicate the number of clients your firm provides investment consulting services for and your total assets under advisement. Provide a further breakdown of number of clients and total assets of your defined contribution clients.
4. For how many public sector defined contribution clients do you currently consult? How many have a matching 401(a) plan where the employer matches employee deferrals subject to a formula?
5. How many public sector defined contribution clients have you lost over the last three years. Provide reason, if available.
6. Describe any citations or warnings your firm has received within the last five years by federal or state regulators for violations of any state or federal law or regulation.
7. Describe any litigation naming your firm as a defendant in the past five years.
8. Describe any unique services offered by your company that may not be offered by competitors.
9. Describe any significant developments in the company (such as ownership, personnel, etc.) that have occurred within the past three (3) years. Describe any significant changes anticipated within the next five (5) years.
10. Describe your average consultant to client ratio.

B. Employees/Culture/Standards of Conduct/Etc.

11. Describe the company's culture.
12. Describe the turnover Rate for investment consulting professionals over the past three (3) years and provide a brief explanation.
13. Describe the company's process for recruiting, hiring, training and monitoring key employees.
14. Describe the company's written code of conduct and standards for professional behavior, including how such are monitored and enforced.
15. How are the consultant recommendations to clients reviewed and monitored? Does the company adhere to a level of consistency in consultant recommendations?

C. Investment Policy Development & Manager Research

16. Please describe your investment policy process.
17. Explain your basic investment philosophy.
18. Explain your investment selection criteria.
19. Describe in detail your manager database. If you have an in-house database, do you sell it to third parties? How do you receive compensation for selling it? What fees or other consideration, if any, do you receive from managers who wish to be maintained in your database? Describe any advantage that you perceive your database has over others.

20. How many individuals do you have dedicated to manager research within your firm and how do they help in the manager search process?
21. Please address any alternative or additional services that you are capable of providing that may be of benefit to our organization.
22. Are any commissions, fees (direct or indirect), revenue sharing, or any soft dollar compensation paid to your organization? Please describe.

D. Performance Evaluation

23. What is the frequency of reporting to clients (e.g.: monthly, quarterly)?
24. Please provide a Sample Quarterly Report.
25. What is the frequency of your portfolio evaluation?
26. What is the frequency of account review by your firm and willingness to meet with management to make recommendations and discuss performance?
27. What do you believe sets your performance and other services apart from the competition?
28. Do you provide fiduciary training and education for plan sponsors and/or the plan committee? Please describe.
29. What factors are considered by the company to be critical in reporting performance? Does the company have the ability to customize its reports for clients?
30. How are the performance benchmarks for the total fund, different asset classes and manager styles chosen and constructed?
31. Does the company use investment style benchmarks in its performance measuring process? What are the sources of the underlying data and how the benchmarks are calculated and maintained?
32. What amount of input would the Retirement Plan Advisory Committee have in the content and format of an investment performance report?

E. Insurance and Liability

33. Describe the company's level of coverage for errors and omissions insurance and any fiduciary or professional liability insurance. Describe whether the coverage is on a per client basis, or is the dollar figure applied to the firm as a whole? List all insurance carriers and attach appropriate certificates of insurance and/or certified true copies of each policy with the company's Submittal.
34. What limitation on liability, if any, does the company impose through its contract?

F. Provider/Vendor Services

35. Disclose any potential conflicts of interest in your relationship with TPA / Recordkeepers including sponsorships of conferences, booths or other financial or significant incentives.
36. Describe your vendor benchmark service and process.
37. Describe your service provider search RFP service and process.
38. In the past 24 months, how many Recordkeeping searches have you conducted for the public sector Defined Contribution and Deferred Compensation plans your firm supports?
39. How many of these resulted in a change in provider(s)?
40. List the names of the most frequent Recordkeepers that you have recommended in the last 5 years.
41. With how many different service providers does your firm work to support current clients?

42. What experience do you have with our current service providers, Empower Retirement, Voya or ICMA-RC? What relevant issues should we be aware of/focused on?
43. What plan design change initiatives have you led with your clients in the past 24 months?
44. Please describe your due diligence process for recordkeeping platform recommendations and monitoring.

G. Fees & Expenses

45. Disclose the source of all revenues and fees to the firm.

END OF QUESTIONNAIRE / RESPONSE DOCUMENT

Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address and phone number.

2. What day(s) and time(s) is the primary contact available?

3. Describe any name or ownership changes in the past five (5) years.

4. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City's legal review).

5. Provide at least four (4) references of current or past clients for the same services being requested. Include the following information for each reference:

- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Population

6. Cost Proposal:

- Provide a comprehensive cost proposal with a complete breakdown and a grand total.
- The City reserves the right to choose all or a portion of the items proposed.

Evaluation Criteria:

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

- All costs related to the services, both initial and ongoing.
- The ability to serve the City of O’Fallon’s needs for multiple years.
- Adherence to the requested Information specifications, thoroughness of the Proposal, as well as the overall format of the presentation
- The financial stability, longevity, and strength of the Vendor

END OF SUPPLEMENTAL INFORMATION

CITY OF O'FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 21-019 and to all the conditions imposed herein, the undersigned offers and agrees to provide Defined Contribution Retirement Plan Consulting Services for the City of O'Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent's proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____ SIGNATURE: _____

ADDRESS: _____ NAME: _____

CITY: _____ TITLE: _____

STATE/ZIP: _____ PHONE NO.: _____

TAX ID NO.: _____ DATE: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.			
Addenda 1 _____	Addenda 2 _____	Addenda 3 _____	Addenda 4 _____

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

My commission expires: _____
Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]