



**BOARD OF EDUCATION  
OF THE CITY OF ST. LOUIS**

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**RFP TITLE: COMPREHENSIVE LEGAL SERVICES**

**RFP # 035-2122**

<b>DATE OF ISSUANCE:</b>	<b>June 24, 2022</b>
<b>QUESTIONS DUE:</b>	<b>July 1, 2022 @ 1 P.M. CST</b>
<b>BIDDER'S CONFERENCE</b>	<b>July 8, 2022 @ 10 A.M. CST</b> <b>Zoom Meeting ID:</b> <b>Meeting ID: 922 1470 5010</b> <b>Passcode: n052yE</b>
<b>FINAL QUESTIONS AND/OR COMMENTS</b>	<b>July 19, 2022 @ 1 P.M. CST</b>
<b>BID DUE DATE:</b>	<b>August 5, 2022 @ 1 P.M. CST</b> <b>Public Submissions Opening via Zoom</b> <b>Zoom Meeting ID:</b> <b>Meeting ID: 947 3147 8382</b> <b>Passcode: pp60iJ</b>
<b>FINALIST PRESENTATIONS</b>	<b>TBD (If required)</b>
<b>SUBMIT TO:</b>	<b>Procurement Office of the St. Louis Public Schools Second Floor – Cashier's Window 801 North 11<sup>th</sup> Street St. Louis, Missouri 63101</b>

Number of copies required: **Six (6) marked "Copies", One (1) marked "Original", and two (2) electronic flash drives.** It is recommended that each original and copy have tabs corresponding to the required sections listed in this RFP, as appropriate. **Original and copies are to be submitted in 3-ring binders or binding of some fashion.**

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## **Section 1 – INTRODUCTION AND GENERAL INFORMATION**

### **1.1 THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS**

The Board of Education of the City of St. Louis (d/b/a St. Louis Public Schools) (the “District”) wishes to solicit Proposals from interested and qualified vendors to provide Comprehensive Legal Services described herein. Additional services may be necessary based on the recommendations from RFP responses.

The **COMPREHENSIVE LEGAL SERVICES** would be available to the District for the **Fiscal Year (FY22)** from **October 1, 2022 to June 30, 2023** with two (1 year) renewal option years (**July 1, 2023 to June 30, 2024**) and (**July 1, 2024 to June 30, 2025**).

#### **BACKGROUND**

The Board of Education of the City of St. Louis Public School District is seeking the services of a professional qualified firm or individual qualified to provide **COMPREHENSIVE LEGAL SERVICES**.

#### **COMPREHENSIVE LEGAL SERVICES defined:**

COMPREHENSIVE LEGAL SERVICES defined: The Saint Louis Public School District is seeking comprehensive legal services that will provide regular and consistent support to all programs and departments that include but are not limited to counsel, direction and legal representation regarding all operations of the District.

Operations/departments to provide advice and counsel include, but are not limited to, legislation, finance, Board governance and training, labor relations, constitutional and due process issues, employment/HR, disabilities and Special Education, real estate, and transportation. See Scope of Services for a list of additional areas of defense and advice.

Comprehensive legal services will include representing and defending the District in any and all Charges of Discrimination, litigation, and other charges and claims. Services also include counsel, drafting, and review of contracts, memoranda of understanding, and other partnership agreements.

While necessary to be knowledgeable on all areas of education law, some professional services (including some Special Education and Worker’s Compensation work) will be separately addressed outside of this specific Request for Proposals, either by a separate and discrete Request for Proposals, or via representation letter from the firm awarded the contract resulting from this RFP.

The professional services will include, representing the best interests of the Board of Education of the City of St. Louis with excellent legal advice, representation and defense while remaining sensitive to the issue of cost.

## 1.2 NOTICE TO RESPONDENTS

Copies of **RFP# 035-2122 COMPREHENSIVE LEGAL SERVICES** (this “RFP”) may be obtained only from the Contract Compliance Specialist, Ketra Montgomery. Any additional information besides the RFP may be obtained through the District’s website at [www.slps.org](http://www.slps.org) under “Site Shortcuts”, “RFP Bid Opportunities”, or from the Procurement Office, St. Louis Public Schools, 801 North 11<sup>th</sup> Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. All information included in a Response may be incorporated, at the District’s sole option, into the **COMPREHENSIVE LEGAL SERVICES** to be entered into between the District and the successful Vendor (as hereinafter defined). Any future contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

### 1.2.1 Firm Proposals

Firms shall be in the business of providing **COMPREHENSIVE LEGAL SERVICES** and must possess sufficient financial support, staff and available resources to ensure that it can satisfactorily provide the services if awarded a Contract. Respondents must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the Statement of Work to at least one School District similar in size and complexity to the Saint Louis Public Schools or can demonstrate they have the experience with large scale public sector clients and the managerial and financial ability to successfully perform the work.

Respondents shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposals being deemed non-responsive.

### 1.2.2 Minimum Proposals

Before a future RFP invitation is provided, the District reserves the right to require that a Respondent submit such evidence of his/her company’s Proposals as the District may deem necessary. Further, the District may consider any evidence of the financial, technical, and other Proposals and abilities of a Respondent, including previous experiences of same with the District and performance evaluation for services, in making the award in the best interest of the District .

**1.2.3 Respondent** shall provide, at **minimum, three (3) comparable references**. These references must be for entities in which **COMPREHENSIVE LEGAL SERVICES** have been provided successfully on a consistent basis.

**1.2.4 Respondent** shall have no record of judgments, pending lawsuits or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the District Commission.

**1.2.5** Neither **Respondent** nor any principal, officer, or stockholder of Respondent(s) shall be in arrears or in default of any debt or contract involving the District , (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the District .

### **1.3 SOLICITATION PURPOSE**

It is the intent of the District to enter into a multi-year contract with qualified professional firms that possess a vast level of experience with conducting **COMPREHENSIVE LEGAL SERVICES**, as needed or required by the District. Firms must have the expertise on staff to provide said services. The successful Respondent(s) shall provide all required services and supplies to include all personnel, labor, material, equipment, freight and transportation in accordance with the future contract requirements.

*Please Note:* Respondents are responsible for reading this Request for Proposals all exhibits (“RFP”), in its entirety, as updates and revisions have been added. By submitting a response to this solicitation, the Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions, and requirements as set forth.

### **1.4 COMMUNICATIONS**

**1.4.1 Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Contract Compliance Specialist Ketra Montgomery at [Ketra.Montgomery@slps.org](mailto:Ketra.Montgomery@slps.org). The subject of the e-mail shall be “**QUESTION - RFP# 035-2122 COMPREHENSIVE LEGAL SERVICES**”. Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on the District’s website at [www.slps.org](http://www.slps.org) as addenda no later than three (3) business days after Question Due Date.

**1.4.2 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at [www.slps.org](http://www.slps.org) under “Site Shortcuts”, “RFP Bid Opportunities”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this RFP. Respondents are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Respondents beyond the posting of addenda on its website.

**1.4.3** The District will receive requests for additional information and/or clarification relative to this solicitation to **July 19, 2022 @ 1 P.M. CST**

**[END OF PART 1 – GENERAL INFORMATION]**

## SECTION 2 – TENTATIVE RFP TIMELINE

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The following Tentative Timeline represents the District’s estimate of the timetable that will be followed in connection with this solicitation:

<b>EVENTS</b>	<b>DATE AND/OR TIME</b>
<b>RFP Released (Open for Responses)</b>	<b>June 24, 2022</b>
<b>Questions and/or Comments</b>	<b>July 1, 2022 @ 1 P.M. CST</b>
<b>Bidder’s Conference (Zoom)</b>	<b>July 8, 2022 @ 10 A.M. CST</b>
<b>Final Questions and/or Comments</b>	<b>July 19, 2022 @ 1 P.M. CST</b>
<b>Final Questions Posted</b>	<b>July 22, 2022 @ 1 P.M. CST</b>
<b>Proposal Due Date and Time</b>	<b>August 5, 2022 @ 1 P.M. CST</b>

The District reserves the right to modify the above RFP Timeline as it deems necessary by posting the change(s) as an addendum to this RFP on h District.

**[END OF SECTION 2 – TENTATIVE RFP TIMELINE]**

## SECTION 3: INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

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- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Bidder”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include (1) original, (6) copies and (2) electronic Proposal Flash Drives.** The upper left-hand corner of the package (envelope or box) shall be plainly marked as **RFP #: 035-2122 COMPREHENSIVE LEGAL SERVICES** along with the firm name. The package shall be addressed to:

**Procurement Department of the St. Louis Public Schools  
Second Floor – Cashier’s Window  
801 North 11<sup>th</sup> Street  
St. Louis, MO 63101**

- 3.2. Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before **August 5, 2022 @ 1:00 p.m. (CST)** Each Proposal will be dated and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.

- 3.3 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.

(3) **Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Contract Compliance Specialist Ketra Montgomery at [Ketra.Montgomery@slps.org](mailto:Ketra.Montgomery@slps.org). The subject of the e-mail shall be **“QUESTION – RFP #035-2122 COMPREHENSIVE LEGAL SERVICES**. Failure to provide the correct RFP number and name in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on the District’s website at [www.SLPS.org](http://www.SLPS.org) as addenda no later than three business days after Questions Due Date.

- 3.4 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at [www.slps.org](http://www.slps.org) under “Site Shortcuts”, “RFP Bid Opportunities”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same

extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.

- 3.5 Awards** – All Proposal selections must be approved by the Board of Education of the City of St. Louis Missouri prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Bidder until: A) such agreement has been duly authorized and approved by the Board of Education of the City of St. Louis Missouri; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Board of Education of the City of St. Louis, Missouri, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.
- 3.6 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.7 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.8 Form of Contract** – Each successful Bidder shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Procurement, 801 North 11<sup>th</sup> Street, St. Louis, MO 63101 or may be found on the District’s website at [www.slps.org](http://www.slps.org) under “Site Shortcuts”, “Business with SLPS”, “Procurement Forms”, “Contract Template”. The District reserves the right to revise such templates or present a contract not contained within the template forms on the District’s website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
- 3.9 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri and are of a quality suited to the purpose intended and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.
- 3.10 Bond (Not Applicable)** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; Execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a



Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:

- a. Licensed pursuant to the Missouri Insurance Code
- b. Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.
- c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
- d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
- e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder’s rating of “A-“or better and a Financial size category of Class VII or larger.

**3.11 Prevailing Wage (if applicable)** - Bidder and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment

**3.12 Taxes** – Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District.

**3.13 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the Vendor has thereto fore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the Vendor may furnish and deliver the articles required under the contract.

**3.14 Compensation** – Bidders will be compensated through standard market commissions.

**3.15 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Procurement Office of the St. Louis Public Schools, 801 North 11<sup>th</sup> Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11<sup>th</sup> Street, St. Louis, MO 63101.

**[END OF SECTION 3 – INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION]**

#### Section 4: QUESTIONS / BIDDER'S CONFERENCE

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- 4.1 Interested persons or entities may submit **questions in writing** pursuant to the process set forth in Section 3.4 above. Answers to the questions will be posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.2 No communication shall be made with any District employee, other than **Ketra Montgomery** regarding this **RFP # 035-2122 COMPREHENSIVE LEGAL SERVICES** Violation of this provision may result in the rejection of Proposal.
- 4.3 Interested persons or entities can attend the pre-submittal bidder's conference (the "Bidder's Conference"). Attendance is not mandatory for responding to this RFP. At the Bidder's Conference, a representative from the District will be available to answer **questions properly submitted in writing** pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder's Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.4 Please **RSVP via email** to the Contract Compliance Specialist Ketra Montgomery at [Ketra.Montgomery@slps.org](mailto:Ketra.Montgomery@slps.org) before **July 8, 2022**, if you plan to attend the bidder's conference for this RFP. The subject of the e-mail shall be "BIDDER'S CONFERENCE RSVP - RFP # 035-2122".
- 4.5 No communication shall be made with any District employee, other than Ketra Montgomery, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

[END OF SECTION 4: QUESTIONS BIDDER'S CONFERENCE]

## **SECTION 5 – MANDATORY SUBMITTALS**

### **5.1 MANDATORY SUBMITTALS**

The following **Mandatory Submittals** that must be included as a part of the quote and received by the due date and time are:

1. Letter of Interest
2. Firm's Consultant Methodology
3. Names of the individual(s) who will be responsible for managing the relationships, communications, and lobbying on the SLPS' behalf;
4. Experience and qualification of the individuals named above, highlighting their capacity to perform the related functions as outlined in this proposal
5. A list of at least three clients for whom you have lobbied within the past five years and an example of a success achieved with them. Include the client, contact name, email address and phone number
6. Proposed fee structure for lobbying services
7. Diversity Opportunity Plan
8. E-Verify Agreement
9. Federal Work Authorization Program Affidavit
10. Respondent's Checklist
11. No Israel Boycott Certification
12. System For Award Management (SAM) Status Report
13. W-9 Form and Vendor Registration Application

*\*Forms shall be completed, signed, and notarized where required or marked "Not Applicable" where appropriate.*

### **5.2 DISCLOSURE STATEMENT**

Prior to award, and while Respondent is conducting business with the District, Respondent is required to disclose any direct or indirect conflicts of interest and any organizational conflicts of interest as soon as such conflict becomes known or should have become known. Respondents with a conflict of interest must provide a full and complete disclosure, in writing to: SLPS Procurement Department. The Disclosure Statement must be presented on Respondent's letterhead, notarized, and signed by the individual making the disclosure.

### **5.3 CERTIFICATION REGARDING DEBARMENT**

Respondent certifies by submission of its quote, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by a Federal department or agency. All Respondents are required to submit a Disclosure Statement if this is not the case.

#### **5.4 RESERVATIONS / STIPULATIONS**

5.4.1 The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual Proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the Proposals .

5.4.2 This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a response or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Respondents or indirectly through the Respondent's agent, employees, assigns or others, whether related or not to the Respondents.

5.4.3 The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.

5.4.4 Careful consideration should be given before confidential information is submitted to the District as part of this RFP Response. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Respondents wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.

5.4.5 Respondents acknowledge and agree, by submitting a Response, that:

5.4.5.1 Once a Respondent is selected for the engagement, all electronic, written and printed materials developed by such Respondent as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.

5.4.5.2 The Proposals of each member of the Respondent team are important criteria in the selection process. The selected Respondent will not be allowed to substitute any

member of the team listed in the Response without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.

- 5.4.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence and agrees to dedicate the personnel listed in the Response to completing the work in accordance with the schedule outlined in this RFP. Respondents further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 5.4.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Respondents also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District's website [www.slps.org](http://www.slps.org) under "Shortcuts", "Board Policies".
- 5.4.5.5 The District, and any Facilitators retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorizes the release to the District and/or the District Facilitator s of any and all information sought in such inquiry or investigation.
- 5.4.5.6 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- 5.4.5.7 No fictitious name of any entity or person has been used in this Response, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Response.
- 5.4.5.8 It does not do business as or operate under any fictitious name.
- 5.4.5.9 It has only presented verifiable Proposals in response to this RFP.
- 5.4.5.10 The presented Proposals is made in good faith.
- 5.4.5.11 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposals have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 5.4.5.12 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Response are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or

found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.

- 5.4.5.13 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Response have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 5.4.5.14 Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 5.4.5.15 Respondents shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Respondents, any employee, officer, director, or principal of the Respondents or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Respondents and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Respondents based on such an improper communication or relationship, and that Respondent's Proposals would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Response the next most qualified responsible Respondents complying with the terms of these specifications.
- 5.4.5.16 Respondents agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Respondents further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

**[END OF SECTION 5 – MANDATORY SUBMITTALS]**

**SECTION 6: EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD**

**6.1 EVALUATION FACTORS**

The evaluation process is designed to clearly understand the Respondents expertise before a future RFP invitation is forward. Cost is not a factor for this RFP but the Respondent’s best attributes for methodology, Proposals , and experience as specifically established for this RFP.

All responses shall set forth full and accurate information in Proposals to all evaluation factors in the order listed below to be considered responsive. Responses will be evaluated based on the responsiveness of the Firm’s information to the Evaluation Factors which will demonstrate the Firm’s understanding of the Evaluation Factors.

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below:

<b>EVALUATION FACTORS</b>	<b>MAXIMUM POINTS</b>
<b>General Legal Counsel Methodology</b>	<b>25</b>
<b>Firm’s Qualifications and Experience</b>	<b>25</b>
<b>Proposed Staffing</b>	<b>20</b>
<b>Fees and Costs</b>	<b>20</b>
<b>Diversity Opportunity Plan</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>

**6.2 EVALUATION FACTORS DESCRIPTION**

The maximum points that shall be awarded for each of the Evaluation Factors detailed and described below.

**EVALUATION FACTOR A: Methodology..... 25 Points**

- Based on the Firm’s understanding of the unique needs of the District, identify your proposed method of approach to providing lobbyist consultant services.

**EVALUATION FACTOR B: Firm’s Experience..... 25 Points**

- Provide information on the Firm’s experience in providing COMPREHENSIVE LEGAL SERVICES as delineated in Scope of Services for the last three years, which can be documented through the references and work experience provided. Provide information on a combination of at least three (3) current and/or former\* clients (“former” is defined in the evaluation factors as “within the past three (3)” for whom your Firm currently provides or has provided similar services. Include Client’s Name, Contact Person, Summary of Applicable Services Performed, Website Address, Telephone Number, and E-Mail Address.

**EVALUATION FACTOR C: Staffing..... 20 Points**

- Describe how you would staff the engagement and describe your understanding of the Saint Louis Public Schools and State of Missouri government structures.
- To the maximum extent possible, identify all of the individuals who will be involved in fulfilling the obligations and satisfying the Scope of Services under this RFP. When identifying those individuals, include the primary role and responsibilities of each, as well as the principal/senior officer who will serve as the Engagement Leader. Please provide resumes for these individuals including years of employment in your organization and total years of experience. Also, include the physical location at which each team member will work on tasks related to this RFP.
- To the maximum extent possible, include bifurcated staffing options, with pricing differences for each option, including the option for an in-house attorney allocated specifically to Saint Louis Public Schools.

**EVALUATION FACTOR D: Fees and Costs..... 20 Points**

- Describe in detail your fee structure and additional costs. The summary breakdown should clearly delineate initial costs vs. ongoing costs. Estimated costs should include but not limited to:
  - a. Flat Fee
  - b. Hourly Rate
  - c. Any other expenses that could be incurred during this service, including the option for an allocated in-house attorney
- Identify and describe any and all other fee-based related services that are available from your organization.
- Provide complete details of your pricing methodology.
- Are there any other costs SLPS can anticipate that have not been identified in this RFP?



**EVALUATION FACTOR E: Diversity Opportunity Plan..... 10 Points**

It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women’s Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process.

Respondent is encouraged to provide a contracting/employment opportunity plan, noting the potential jobs and subcontracting opportunities that will be made available by Respondent for the services to be provided.

**MAXIMUM TOTAL POSSIBLE POINTS..... 100 Points**

*The establishment, application, and interpretation of the above Evaluation Factors shall be solely within the discretion of the District. The District reserves the right to determine the suitability of Proposals on the basis of all of these factors.*

### **6.3 EVALUATION PROCESS**

An evaluation team shall be established to evaluate Proposals based solely on the evaluation factors set forth in the RFP. Factors not specified in the RFP will not be considered. The District reserves the right to waive any minor irregularities or technicalities in the responses received. Responses shall be evaluated on an individual basis against the requirements stated in the RFP.

The Evaluation Team will consist of the following individuals:

<b>Title</b>
Chief Financial Officer
Chief Human Resource Officer
Deputy Superintendent of Operations
SLPS Legal Department (Internal)
SLPS Board Member
SLPS Board Member

After evaluations, all RFPs are reviewed, scored and rank ordered. Only those Respondents meeting the requirements from this RFP will be selected to receive an interview if needed.

Based on the Proposals, the following processes will be followed to determine and document Respondent responsibility. Proposers may be asked to submit additional information after evaluations. Failure by the Respondent to provide such additional information within the allotted time may render the Respondent's RFP submission ineligible for contract award.

The District will review the Respondent's record of performance on past and present engagement that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Respondent. The District reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's quote. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients, and analysis of industry reports.

Respondent(s) will be determined responsible if the Evaluation Team determines that the results of the Technical Resources/Ability survey reflects the Respondent is capable of completing the scope of work in a satisfactory manner.

**[END OF SECTION 6 – EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD]**

## Section 7: MINORITY PARTICIPATION/INCLUSION

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**7.1** It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women’s Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women’s business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:

- 7.1.1 **Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
- 7.1.2 **Good Faith Effort** – A commitment to verify Vendor solicitations to ensure that sufficient time and information are available to make a responsible reply.
- 7.1.3 **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority Vendor interest.
- 7.1.4 **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

### **7.2 Discrimination In Employment By the St. Louis Board of Education**

- 7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:
  - 7.2.1.1 The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
  - 7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.
  - 7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Bidder’s commitment under contracts with the District.
  - 7.2.1.4 The SELECTED BIDDER will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records

available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

- 7.2.1.5 The SELECTED BIDDER's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

### **7.3 Minority and Women Owned Business Enterprise Policies**

- 7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

**Missouri Office of Equal Opportunity (MOEO)**

Online: For M/WBE's: [https://oeo.mo.gov/oeo\\_certifications](https://oeo.mo.gov/oeo_certifications)

Phone: (573) 715-8130

**City of St. Louis: Business Diversity Development (BDD)**

Online: <http://www.flystl.com>

Phone: (314) 426-8111

**[END OF SECTION 7 - MINORITY PARTICIPATION/INCLUSION]**

## Section 8: RESERVATIONS / STIPULATIONS

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- 8.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- 8.3** The District will give preference to firms based in the Bi-State St. Louis Metropolitan area when other considerations are equal.
- 8.4** Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should not be disclosed.
- 8.5** Bidders acknowledge and agree, by submitting a Proposal, that:
- 8.5.1** Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 8.5.2** The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.
- 8.5.3** Adherence to the schedule for the work is of critical importance to the District as time is of the essence and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.

- 8.5.4** To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District’s website [www.slps.org](http://www.slps.org) under “Shortcuts”, “Board Policies”.
- 8.5.5** The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent’s submission, and authorizes the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.
- 8.5.6** Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- 8.5.7** It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- 8.5.8** No fictitious name of any entity or person has been used in this Proposal, and no unidentified third party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 8.5.9** It does not do business as or operate under any fictitious name.
- 8.5.10** It has only presented one Proposal in response to this RFP.
- 8.5.11** The Proposal is made in good faith.
- 8.5.12** It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 8.5.13** It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.

- 8.5.14** It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.
- 8.7** Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.
- 8.8** Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

**[END OF SECTION 8 - RESERVATIONS / STIPULATIONS]**

## **Section 9: FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)**

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Pursuant to Missouri Revised Statute 285.530, all Bidders awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the Bidder must affirm the same through sworn affidavit and provisions of documentation and sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District. Such agreement and affidavit is included as Attachment C to this RFP.

**[END OF SECTION 9 - FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)]**



## ATTACHMENT A

### RFP# 035-2122 COMPREHENSIVE LEGAL SERVICES

#### SCOPE OF SERVICES

The Board of Education of the City of St. Louis Public School District is seeking the services of a professional qualified firm or individual qualified to provide **COMPREHENSIVE LEGAL SERVICES**.

Firms are encouraged to present “other processes, solutions, and/or guidelines” to address the minimum types of key services and elements as described in the Scope of Work for legal related services as needed by the District.

SLPS will consider creative proposals for all legal services or specialized portions thereof. One option is the possibility of housing an attorney at the SLPS Main Administration Building to assist with routine legal issues, research and training. Another would be the concept of flat fee billing or the possibility of a retainer for these types of services.

The range of activities conducted by the District is large and complex. The successful firm(s) must be available and prepared to be contacted daily on a significant number of unrelated issues in a wide variety of areas. SLPS is a demanding client. A prompt and timely response whether verbal or by written opinion is essential. Counsel will be expected to advise appropriate SLPS personnel as to potential problem areas, the impact of new legislation or any similar issue that may require attention.

In capacity as counsel to the Board of Education, the successful firm(s) will advise on various open-meeting matters. Public Board meetings are regularly scheduled on the third Thursday of each month with other meetings held as necessary. Attendance is required. Such issues as the superintendent’s contract negotiations, matters involving the State Department of Education and the State School Board are typical. Appearances before legislative committees, lobbying or involvement with other legislative and intergovernmental relations may also be required. It is preferred that at least one attorney within the firm be assigned as the primary contact. Other attorneys may be involved as back up or representing specific expertise as necessary, but at least one person will be the primary contact with overall knowledge of the status of all SLPS matters. In the event that multiple awards are made, it will be imperative that the various firms interface as necessary with no conflict of interest. In addition to School and/or educational issues, the following summary of administrative support functions Listed in the Scope of Services Section is provided as general background information. The list is not represented as complete, but is intended to call out various operational aspects of the District Organization.

## **SCOPE OF SERVICES**

The services requested may include, but are not necessarily limited to, the items identified below. **Only firms or individuals able to provide all services listed below should submit a response to this RFP.**

Firms unable to provide **all** services will be scored accordingly.

1. Advice, direction and representation regarding operation of the Saint Louis Public Schools District.
2. Investigation, legal research and writing, preparation of pleadings, legal memoranda and brief appearances before administrative boards, trial and appellate courts.
3. Legal advice and representation of the District in litigation on an as-required basis on any or all matters, including, but not limited to:
  - Student/Parent Actions
  - Special Education Law (general knowledge and client advisement)
  - Title VI, Title VII, Title IX
  - FMLA
  - HIPAA
  - ADA
  - OCR
  - FERPA
  - Section 504
  - Board of Education Policies and Procedures
  - Sunshine Law Requests
  - Vendor Actions
  - Intergovernmental Agreements
  - Real Estate Acquisitions/Disposals, Easements, Leases and other contracts involving interest in real property matters
  - Public Purchase and Lease Contracts
  - Personnel and Employee Relations
  - Labor Relations
  - Employee Contracts
  - Review and Interpretation of Statutes, Rules etc.
  - Board of Education Liability
  - Public Elected Officials Liability
  - Construction Litigation
  - Construction and Maintenance Liability
  - General Tort Liability
  - Worker's Compensation (general knowledge and client advisement)
  - Insurance Contracts
  - Bond Counsel Services
  - Employee Benefit Trust
  - General District matters as required

4. Other required services including all clerical assistance, printing and duplicating as required. District personnel will be made available, when appropriate, to provide necessary assistance such as research of historical records, or other information needed to perform comprehensive legal services for the District.
5. Regular accounting and billing for services and expenses shall be required.
6. The successful Firm shall agree not to engage in private litigation against the District without first obtaining written permission to do so from the Board of Education during the effective period of the agreement to provide comprehensive legal services

## **PROPOSAL REQUIREMENTS**

The Firm shall submit the following items as part of its response to the RFP:

1. A signed letter of interest, stating the Firm's interest in and qualifications for providing these services; a brief history of the Firm; the names and résumés of principals of the Firm; and key individuals who will be assigned to work with the District; details of any technical training, or specialized education; professional organizations in which the Firm is active; publications or other media to which the Firm has contributed; and any other accomplishments pertinent to the District's needs.
2. A summary of the Firm's experience on similar types and sizes of engagements. This summary must include the Firm's experience in each of the areas of concern listed in the Scope of Services section above.
3. A statement indicating that the Firm has a clear understanding of the services to be provided. Firms should rank their Firm's expertise, using a scale of 1-10 (with 10 being highest) for those subject matters or areas (as related to the scope of work) in which they are qualified and willing to accept assignments. Firms shall list any subject matter or area (as related to the scope of work) in which the Firm is not offering to represent the District.
4. A listing of the resources of the Firm (i.e., number of partners, associates, paralegals, clerical staff, etc.)
5. A summary of professional or staff training educational programs of the Firm.
6. Client references (minimum of five which encompass the areas for which the Firm is proposing to provide services) – especially other local School Districts and governmental agencies. The list must include the organization name, address, telephone number, and individual to contact.
7. A listing of professional memberships, certifications, licenses (especially as related to education and employee relations) for key individuals assigned to the District.

8. A schedule of fees for services to be provided shall include hourly rates for the Firm's partners, associates, and paralegals. Fees for the first year are to be firm. In evaluating proposals, preference may be given to firms who are able to submit firm cost figures for more than the first year. Pricing should be submitted for years 1 through 5 of the proposed contract period. However, note that price change requests for subsequent years will be subject to negotiation at the time of renewal, require approval by the District, and may result in non-renewal of the contract.

The Proposer may, instead, propose a flat fee for all services required under the scope of services. However, a flat fee proposal must be based on the proposer's estimate of hourly rates and estimated costs necessary to complete the scope of work, and the proposal must include a detailed budget outlining all such hourly rates and cost estimates.

9. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation on how these additional costs will be determined and billed to the District.
10. An indication that the firm shall provide the required Certificate(s) of Insurance within ten (10) days of contract award notification.

## Attachment: References and Experience

Each Firm must submit a minimum of three (3) references. Each reference must be presently using services similar to those requested in this RFP. No reference may be an affiliate of the Firm or the Firm's officers, directors, shareholders or partners.

**List as primary references any current contracts for legal services with Public School Districts; include contacts and telephone numbers for each reference. Use additional pages for additional contracts.**

1)	Firm Name:	
	Business Address:	_____
	Name and Title of Contact:	_____
	Phone Number of Contact:	
	Contract Length:	Contract Value:

2)	Firm Name:	
	Business Address:	_____
	Name and Title of Contact:	_____
	Phone Number of Contact:	
	Contract Length:	Contract Value:

3)	Firm Name:	
	Business Address:	_____
	Name and Title of Contact:	_____
	Phone Number of Contact:	
	Contract Length:	Contract Value:

**References and Experience (continued)**

All Contracts terminated for default within the last five (5) years should be noted below. Termination for default is defined as notice to stop performance due to Firm’s nonperformance or poor performance. Submit full details of all terminations for default experienced. The District will evaluate the facts and may at its sole discretion reject the Firm’s Proposal if the facts discovered indicate that the completion of a Contract resulting from this RFP may be jeopardized by selection of the Firm. If the Firm has experienced no such terminations for default in the past five (5) years, so indicate.

**TERMINATED CONTRACTS WITHIN THE LAST FIVE (5) YEARS**

	<b>#1</b>	<b>#2</b>	<b>#3</b>
Firm Name			
Business Address			
Name of Contact			
Title of Contact			
Telephone Number of Contact			
Contract Length			
Contract Value			

**ATTACHMENT B  
COST / PRICING PROPOSAL**

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**RFP # 035-2122 COMPREHENSIVE LEGAL SERVICES**

The following describes our cost/pricing proposal to provide services specified in Attachment (A) COMPREHENSIVE LEGAL SERVICES.

<b>1. Elements of Cost / Pricing</b>	<b>Cost</b>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total</b>	\$ _____

**Brief Explanation of the Services to be provided under the above cost/pricing proposal.  
To provide COMPREHENSIVE LEGAL SERVICES to the Saint Louis Public Schools District.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Other Fees and Charges**

<b>Elements of Cost / Pricing</b>	<b>Cost</b>
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Total</b>	\$ _____

**3. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Name**

**ATTACHMENT C**  
**E-VERIFY AGREEMENT**

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**[Name of Vendor]:**

- a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Board of the Education for the City of St. Louis (d/b/a St. Louis Public School System) (“District”) prior to or contemporaneously with the execution of a contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- e) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_  
(Signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_  
(Company Name)



**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_(hereinafter “Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as “Basic Pilot”) federal work authorization program with respect to Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

**FURTHER AFFIANT SAYETH NOT.**

By: \_\_\_\_\_(individual signature)

For \_\_\_\_\_(company name)

Title: \_\_\_\_\_

STATE OF MISSOURI)

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_day of \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for such County and State, personally appeared \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person who executed the affidavit on behalf of said \_\_\_\_\_and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**ATTACHMENT D  
BIDDER AFFIRMATION FORM**

**RFP TITLE: COMPREHENSIVE LEGAL SERVICES**

**RFP #: # 035-2122**

NAME OF BIDDER: \_\_\_\_\_

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP # 035-2122 COMPREHENSIVE LEGAL SERVICES, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to the District within three (3) days, proof of liability insurance.

The District shall provide the Bidder with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

**Respectfully submitted, Authorized Official: Title \_\_\_\_\_**

---

**Print Name** **Signature** **Date**

---

**Address**

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
**Business Telephone Number** **Facsimile** **E-Mail Address**

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

**ATTACHMENT E**  
**BIDDER'S CHECKLIST**

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**RFP TITLE: COMPREHENSIVE LEGAL SERVICES**

**RFP #: 035-2122**

- ( ) Submitted all information as requested.
- ( ) Received \_\_\_\_\_ number of addendum(s).
- ( ) Submitted one (1) original, (6) copies and two (2) electronic Proposal on Portable Thumb Drives.
- ( ) Signed Federal Work Authorization Program Agreement.
- ( ) Signed and notarized Federal Work Authorization Program agreement and affidavit
- ( ) Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).
- ( ) Signed and dated Cost / Pricing Proposal.
- ( ) Clean and Marked Copies of the SLPS Contract Form
- ( ) No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- ( ) Current Certificate of Insurance.
- ( ) Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- ( ) Submitted state tax identification number. \_\_\_\_\_
- ( ) Submitted a copy of a System For Award Management (SAM) Status Report: [www.sam.gov](http://www.sam.gov)
- ( ) Submitted No Israel Boycott Certification Form
- ( ) Submitted Completed W-9 Form and Vendor Registration Application

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**Signature of Authorized Official**

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**Date**

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**Company Name**

**ATTACHMENT F  
NON-SUBMITTAL RESPONSE FORM**

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**RFP TITLE: COMPREHENSIVE LEGAL SERVICES**

**RFP #: 035-2122**

**NOTE TO BIDDER:**

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal":

- Unable to meet the requirements for this project.
- Unable to meet the time frame established for start and/or completion of the project.
- Received too late to reply. Received on \_\_\_\_\_.
- Please remove our company's name from receiving similar type solicitations.
- Other: \_\_\_\_\_

Your response will be given careful consideration and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

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Authorized Signature	Title	Date
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Name of Company / Consultant

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Company Address

( ) _____	( ) _____
Business Telephone Number	Facsimile

---

E-Mail Address

**ATTACHMENT G**  
**NO ISRAEL BOYCOTT CERTIFICATION FORM**

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**RFP TITLE: COMPREHENSIVE LEGAL SERVICES**

**RFP #: 035-2122**

Effective July 13, 2020, a Missouri governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract (MO. Gov't Code SCS/SB 739)

SCS/SB 739 - This act creates the "**Anti-Discrimination Against Israel Act**". Under this Act, public entities are prohibited from entering into certain contracts with a company unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of goods or services from the State of Israel or any company, or person or entity, doing business with or in the State of Israel. Any contract failing to comply with the provisions of this act shall be void against public policy.

This Act does not apply to contracts with a total potential value of less than \$100,000 or to contractors with fewer than 10 employees.

BY SIGNATURE BELOW, I, the undersigned agent for the firm named below, certify and affirm that this firm AND its principals comply with the above referenced certifications:

Yes, we acknowledge and comply with the following:

**NO ISRAEL BOYCOTT CERTIFICATION**

Vendor Name: \_\_\_\_\_

Printed Name of Authorized Company Official: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT H**  
**CONTRACT TEMPLATE – CONSULTANT SERVICE AGREEMENT**  
**RFP TITLE: COMPREHENSIVE LEGAL SERVICES**  
**RFP No: 035-2122**

**For ATTACHMENT H: CONSULTANT SERVICE AGREEMENT: visit the link,**  
<https://www.slps.org/Page/1134>.

**The remainder of this page is intentionally left blank.**

## W-9 AND VENDOR REGISTRATION

To access the W-9 AND SLPS online VENDOR REGISTRATION: visit the link, <https://www.slps.org/Page/1131> to complete the forms.

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