



BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

RFP TITLE: Bond Counsel and Tax Compliance Services

RFP #: 010-2021

DATE OF ISSUANCE: October 23, 2020

QUESTIONS DUE: November 9, 2020

**BID DUE DATE: December 2, 2020, at 11:00 A.M.
Public Opening via Zoom**

**SUBMIT TO: Procurement Office of the
St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, Missouri 63101**

Number of copies required: (1) marked “**Original**”, (3) marked “**Copies**”, and (2) electronic **flash drives**. Each original and copy have **must** 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 ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Board of Education of the City of St. Louis (d/b/a St. Louis Public School System) (the “District”) wishes to contract with a vendor for **Bond Counsel and Tax Compliance Services**. **The term of the contract will be for FY 2021/2022, with options to renew the contract each year for two (2) additional one year periods (2022/2023 and 2023/2024).**

NOTICE TO BIDDERS:

Copies of this **RFP #010-2021 for Bond Counsel and Tax Compliance Services** (this “RFP”) may be obtained from the District’s website at www.slps.org under “Site Shortcuts”, “Business with SLPS / RFP Bid Opportunities”, or from the Procurement Department, St. Louis Public Schools, 801 North 11th 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. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract for the **Bond Counsel and Tax Compliance Services** to be entered into between the District and the successful Bidder (as hereinafter defined). Any 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.

Counsel and Tax Compliance Services. The Bid Opening will be held virtually via ZOOM. If your company is interested in joining the ZOOM Bid Opening, please email Robert.Horton@slps.org to receive invite by Tuesday, December 1, 2020, 1:00 P.M. CST.

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance	October 23, 2020
Final Questions Due	November 9, 2020
Bid Due Date:	December 2, 2020 at or before 11:00 A.M.

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

Section 3. INSTRUCTIONS TO BIDDERS/GENERAL INFORMATION

- 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, (3) copies and (2) electronic flash drives.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP #010-2021, Bond Counsel and Tax Compliance Services,** along with the firm name and the package shall be addressed to:

**Procurement Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th 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 **December 2, 2020 at or before 11:00 A.M.** Each Proposal will be date 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.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to Robert Horton, Procurement Director, at Robert.Horton@slps.org. The subject of the e-mail shall be **“QUESTION - RFP #010-2021 Bond Counsel and Tax Compliance 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 at the Bidder’s Conference (as hereinafter defined) at the date and time set forth in Section 2 and will be handled pursuant to Section 4. Answers to all properly submitted **written** questions will be posted on the District’s website at www.SLPS.org as addenda no later than seven (7) business days prior to the Proposal Due Date.

- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at www.SLPS.org under “Site Shortcuts”, “Business with SLPS / 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.
- 3.6 Awards** – All Proposal selections must be approved by the District 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 District; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the District, 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.
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.8 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.
- 3.9 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 11th Street, St. Louis, MO 63101 or may be found on the District’s website at www.SLPS.org under “Site Shortcuts”, “Business with SLPS / Procurement Forms”, “Contract Templates”. 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.
- 3.10 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.

- 3.11 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. A bid bond will be required on all construction projects over \$25,000. Each construction bid over \$50,000 shall require the presentation of a performance bond at the time of the award
- 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 contractor 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 contractor may furnish and deliver the articles required under the contract.
- 3.14 Compensation** – Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 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 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.

Section 4. QUESTIONS

- 4.1** Interested persons or entities may attend an optional 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.
- 4.2** No communication shall be made with any District employee, other than **Robert Horton, Procurement Director**, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

- 5.1** The Scope of Services for this RFP is set forth in Attachment A.
- 5.2 Part I – Qualifications/Certifications/Resume and Operations Plan**
The following information should be provided in Part I of the Proposal. The documents should be clearly marked: "Part I – Qualifications"
- 5.2.1** Bidders should provide detailed information addressing each of the following areas:
- 5.2.1.1** Licensing and certification in the field of the requested services. Descriptions should include:
- Law education and experience. Include specific references to the experiences of providing services outlined in the Specific Services section of Attachment A of this RFP.
 - Prior experience working with similar organizations, specifically public school districts.
 - Prior experience of the individual attorney or attorneys who will be assigned to the District, including education, position in firm, years and types of experience, continuing professional education, and state(s) in which licensed as an attorney.
- The Bidder must describe its understanding of work to be performed and demonstrate substantial knowledge and experience in the interpretation of state and federal laws as they relate to political subdivisions of the State and to school districts in particular.

- 5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;
 - 5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.
 - 5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.
- 5.2.2 Please respond briefly, but completely, to the following:
- 5.2.2.1 Person/Entity Name
 - 5.2.2.2 Address
 - 5.2.2.3 Name and Title of Authorized Representative
 - 5.2.2.4 Telephone Number
 - 5.2.2.5 Fax Number
 - 5.2.2.6 Email Address
 - 5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal
- 5.2.3 Bid Response Elements
- 5.2.3.1 Entity Qualifications
 - 5.2.3.2 References (other school districts where possible)
 - 5.2.3.3 Brief description of entity's experience with providing the requested services
 - 5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)
 - 5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

5.3 Part II – Cost/Pricing Proposal

The following information should be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost/Pricing Proposal"

- 5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.
- 5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.

- 5.3.3 Attachment B - Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

5.4 Part III –Required Documents

The following information should be provided in Part III of the Proposal. The Proposal should be clearly marked: “Part III – Required Documents”

- 5.4.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit
- 5.4.2 Attachment D - Bidder Affirmation Form
- 5.4.3 Attachment E - Bidder Checklist
- 5.4.4 Attachment F – Non-Submittal Response Form (*Applicable only if declining to submit a proposal*)
- 5.4.5 Attachment G – Contract Template - Each Bidder is required to include, as part of the documents submitted with its Proposal, the actual contract the Bidder is proposing to enter into with SLPS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Bidder’s Proposal. Attached to this RFP is the SLPS contract form (See Attachment G) that must be used by each Bidder. Each Bidder must red line (mark-up) the SLPS contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Bidder must submit in Microsoft Word documents, both clean and marked copies of its proposed revised SLPS contract form. The marked copy must show all changes the Bidder proposes to make to the SLPS contract form. All information included in a Proposal may be incorporated, at the SLPS’s sole option, into the contract to be entered into between SLPS and the successful Bidder.

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 6.1 Evaluation Criteria** - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

Evaluation Criteria	Points
Cost	20
Vendor’s Experience	20
Prior Working Relationship with the District	10
Meets Overall Proposal Requirements	40
M/WBE Participation	10
Total Points Possible	100

6.2 Bid Opening – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend. Due to COVID 19 guidelines there will not be an onsite bid opening. The Bid Opening will be held virtually via Zoom. (Please see Notice to Bidders, page 2).

6.3 Evaluation – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District may select a Bidder solely on the basis of submittals, or may additionally identify a short list of Bidders for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Fiscal Control Director
Treasury Manager
Accountant

6.4 Contracting – Upon selection of a Bidder, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Bidder. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

Section 7. MINORITY PARTICIPATION

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 contractor 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 contractor 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 Vendor'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

Phone: (573) 715-8130

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

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

Phone: (314) 426-8111

Section 8. RESERVATIONS / STIPULATIONS

- 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 except 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 under “Site Shortcuts”, “District Governance / Board Policies”.
 - 8.5.5 The District, and any consultants retained by the District, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent’s submission, and authorize 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, subsidiaries, 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, subsidiaries, 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.

Section 9. FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")

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.

ATTACHMENT A

RFP #010-2021 BOND COUNSEL AND TAX COMPLIANCE SERVICES

SCOPE OF SERVICES

Through this RFP, the District is seeking to obtain proposals from qualified, reputable, and licensed law firms or individuals who are members of, and in good standing with, the Missouri Bar Association for providing such Bond Counsel and Tax Compliance Services for District programs on an as-needed, if needed basis in support of the District. The District will entertain Proposals for firm, fixed-price agreements with attorneys who from time to time may be called upon to provide Bond Counsel and Tax Compliance Services at an amount and according to the terms fixed by any awarded contract(s) or agreement(s). Pricing shall remain firm for the initial term and as mutually agreed upon thereafter.

The District makes no guarantees as to the amount of services required. The District reserves the right to review the qualifications of, and to approve in advance, any attorney within a given firm that is assigned to provide Bond Counsel and Tax Compliance Services to the District. The issuance of subsequent agreements shall be at the sole discretion of the District.

SPECIFIC SERVICES

The specific Bond Counsel and Tax Compliance Services requested may include, but are not necessarily limited to, the items identified below:

1. Provide all standard activities of bond counsel to monitor compliance with the various rules and regulations of the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) applicable to bond financings.
2. Perform the mathematical computations and analyses necessary in connection with public finance transactions, including cash flow analyses, escrow structuring, yield computations, debt service computations, arbitrage rebate calculations and other computations necessary to determine compliance with federal arbitrage and other tax law restrictions.
3. Provide the District support in meeting its continuing disclosure obligations with respect to its outstanding bonds by reviewing the District's continuing disclosure agreements/undertakings for the outstanding municipal securities listed on Schedule 1 (the "Disclosure Agreements"), providing the District annually with a memorandum stating the information required to be disclosed as a part of a material event notice, and assisting the District in updating, as of the end of each fiscal year (June 30), the operating data and summary financial information described in the Disclosure Agreements.
4. Provide continued support for matters relating to the financing or investment of project funds from outstanding bonds and post-issuance compliance services including without limitation a post-issuance tracking system for all outstanding debt obligations, arbitrage computation services, record maintenance and continuing disclosure in accordance with the District's tax-exempt financing compliance policy and procedure, and providing suggested updates to the District's tax-exempt financing compliance policy and procedures, as needed.
5. Provide post-issuance compliance services to ensure District's compliance with the federal income tax and securities laws after the bonds are issued including procedures to assist the District in meeting post-issuance compliance securities laws requirements and making annual financial and applicable operating information and

other required notices available to the public through the MSRB's Electronic Municipal Market Access (EMMA) website; provide the District with an annual reminder to have an arbitrage rebate computation completed on the date required by the bond documents; provide the District with an annual reminder to file its annual report with the MSRB through EMMA 90 days prior to the date required by its continuing disclosure undertakings; and prepare arbitrage rebate computations, complete final allocations to account for the District's expenditure of bond proceeds and draft and file the District's annual report or other requested event notices with the MSRB through EMMA.

6. Provide arbitrage rebate services to assist the District in complying with the arbitrage rebate requirements of the Internal Revenue Code; draft agreements and certificates to comply with the rebate regulations published by the United States Treasury Department and compute arbitrage rebates as prescribed by the regulation; and provide annual calculations and interim rebates estimates for bonds as well as installment rebate calculations each fifth bond year after the issuance of each bond for the bonds that remain outstanding.
7. As part of the annual calculation services, quantify any accrued rebate liability as of each annual calculation date in accordance with procedures described in a written explanation of the arbitrage computation provided to the District; identify any noted accounting/recordkeeping problems that may adversely affect the District's ability to comply with the arbitrage regulations; assist the District in making timely accounting elections and track expenditure of proceeds for purposes of meeting applicable arbitrage rebate spending exceptions in appropriate situations; and, if required, perform yield reduction payment calculations and quantify any accrued yield reduction payment liability.
8. As part of the installment calculation services, provide a legal opinion stating that the calculation was prepared in accordance with applicable United States Treasury Regulations and prepare Form 8038-T for filing with the Internal Revenue Service if a rebate payment or yield reduction payment is required.
9. Assist the District in compiling the records necessary to account for the expenditures of bond proceeds for bonds issued to finance new projects for the District.
10. Upon completion of the project financed by the bonds, prepare a written report for the bonds; prepare a final written allocation of bond proceeds memorandum for the District to memorialize the use and expenditure of bond proceeds; provide a summary allocation of total sources, including bond proceeds and investment earnings attributable to investment of bond proceeds, to total uses of bond proceeds for costs of the project financed by the bonds; review the overall costs of the project financed by the bonds and assist the District in preparing a final bond financed asset list reconciled to available records of investment and expenditure of bond proceeds; provide a compliance checklist to assist the District in monitoring the ongoing post-issuance requirements related to the bonds.
11. To the extent the District is required to file IRS Form 8038-CP to receive interest subsidy payments from the IRS for a bond issue, assist the District with timely filing Form 8038-CPs for the applicable bonds. Approximately 100 days prior to an interest payment date on the bonds, send the District an email reminder of the current interest payment date for the bonds and verify information related to the bonds; send the District a completed Form 8038-CP for execution by the District and filing instructions for the District, together with instructions regarding providing appropriate notice of filing to the applicable paying agent or trustee as required by the financing documents; and assist the District in resolving administrative problems resulting from the IRS processing Form 8038-CP. In connection with the preparation of each Form 8038-CP, the successful Bidder will act as a paid preparer of the Issuer's tax return for purposes of IRS tax professional compliance regulations.

12. Provide the District with guidance to track the ongoing post-issuance tax compliance requirements applicable to the bonds on an annual basis; provide annual email reminders to the District to complete the compliance checklist for the bonds; review agreements and provide guidance to the District regarding arrangements that may cause private business use of the District's financed projects, or otherwise jeopardize the tax-advantaged status of the bonds; perform any private business or other computations and, if necessary, assist the District in following the procedures described in the Treasury Regulations to remediate the noncompliance; and assist the District in submitting a request to the Tax-Exempt Bonds Voluntary Closing Agreement Program (TEB VCAP) to remediate noncompliance, if necessary.
13. Assist the District in responding to tax audits and other similar administrative inquiries by the IRS related to tax-exempt or tax-advantaged bonds.
14. 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 Bond Counsel and Tax Compliance Services for the District.
15. Regular accounting and billing for services and expenses shall be required.

The successful Bidder shall agree not to engage in private litigation against the District without first obtaining written permission to do so from the District's Board of Education during the effective period of the agreement to provide Bond Counsel and Tax Compliance Services.

The successful Bidder shall retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of ten (10) years following the completion of the contract. This requirement is extended to any subcontractors.

CERTIFICATION

By submission of a Proposal, the Bidder certifies that:

1. The Bidder has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.
2. The fees quoted in the Proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such fees with any other firm.
3. The Bidder is duly licensed to perform the work requested in this RFP and is in good standing with the Missouri Bar Association.
4. The Bidder agrees to comply with all applicable legal provisions as set forth in the Missouri Revised Statutes, to include all federal, state and city regulations and understands these provisions are part of any contract awarded to the Bidder.
5. The Bidder agrees to keep the information related to all Board issues in strict confidence. Other than reports submitted to the Board, the Bidder agrees not to publish, reproduce or otherwise divulge such information in whole or in part in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on its staff, Board's staff or the District's staff who must have the information on a need-to-know basis.

GENERAL INFORMATION

1. Any agreement to provide Bond Counsel and Tax Compliance Services must conform to and be governed by the laws of the State of Missouri.
2. The District will pay for professional Bond Counsel and Tax Compliance Services on the basis of fixed fees for new money bond issuance, refunding bond issuance, arbitrage calculations, post-issuance continued support and post-issuance compliance services.
3. All other expenses incurred in representation of the District by the successful Bidder will be reimbursed on a cost formula basis or paid direct (e.g. deposition or expert witness fees.)

SPECIAL TERMS AND CONDITIONS

1. All counsel providing legal representation for the District shall be properly licensed to practice in the State of Missouri and in good standing with the Missouri Bar Association.
2. The District reserves the right of approval regarding the assignment of the successful Bidder's personnel to represent the District. At the written request of the District, the successful Bidder will immediately replace any personnel assigned.
3. The services of any successful Bidder may be terminated upon thirty (30) days written notice given by the District. In the event of such action, the successful Bidder will comply immediately and provide the necessary best effort to transfer records and historical data to the District and/or succeeding counsel. The District reserves the right to utilize outside counsel not covered under the contract when deemed to be in the best interest of the District.

Schedule 1

List of Municipal Securities by Original Issue Amount

SERIES 2007A BONDS

Issue Name: \$28,147,782.40 the Board of Education of the City of St. Louis General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2007A

SERIES 2010A BONDS

Issue Name: \$56,644,000 Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools) Taxable General Obligation Qualified School Construction Bonds (Missouri Direct Deposit Program) (Direct-Pay Bonds), Series 2010A

SERIES 2011A BONDS

Issue Name: \$35,000,000 Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools) Taxable General Obligation Qualified Zone Academy Bonds (Missouri Direct Deposit Program) (Direct-Pay Bonds), Series 2011A

SERIES 2012 BONDS

Issue Name: \$33,749,694.80 Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools) General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2012

SERIES 2013A BONDS

Issue Name: \$14,620,000 Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools) General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2013A

SERIES 2016 BONDS

Issue Name: \$23,535,000 Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools) General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2016

SERIES 2017 BONDS

Issue Name: \$61,945,000 Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools) General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017

ATTACHMENT B

RFP #010-2021: BOND COUNSEL AND TAX COMPLIANCE SERVICES

COST / PRICING PROPOSAL

1. The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the RFP #010-2021, Bond Counsel and Tax Compliance Services.

2.

Elements of Cost / Pricing	Cost
Arbitrage Computation Services	\$ _____
Continuing Disclosure Services	\$ _____
Final Written Allocation Services	\$ _____
Preparation of IRS FORM 8038-CP Services	\$ _____
Total	\$ _____

3. Brief Explanation of the Services to be provided under the above cost/pricing proposal. (Please add additional sheets, if needed.)

4. Optional Proposal

Elements of Cost / Pricing	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total	\$ _____

5. Please attach the details 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

[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 Education of 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;

f) 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: Bond Counsel and Tax Compliance Services

RFP #: 010-2021

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for **RFP #010-2021, Bond Counsel and Tax Compliance 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 CHECKLIST**

RFP TITLE: Bond Counsel and Tax Compliance Services

RFP #: 010-2021

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted one (1) original, (3) copies and one (2) electronic flash 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 of all Certificates/Licenses and Business License.
- () Submitted a copy of a System for Award Management (SAM) Status Report:
www.sam.gov
- () Submitted state tax identification number. _____

Signature of Authorized Official

Date

Company Name

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

RFP TITLE: Bond Counsel and Tax Compliance Services
RFP #: 010-2021

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.

Authorized Signature **Title** **Date**

Name of Company / Consultant

Company Address

() _____ () _____
Business Telephone Number **Facsimile**

E-Mail Address

ATTACHMENT G: CONTRACT TEMPLATE

For ATTACHMENT G: CONTRACT TEMPLATE: visit <https://www.slps.org/Page/1127>.

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