

**CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI
REQUEST FOR QUALIFICATIONS (RFQ)
LITIGATION COUNSEL LEGAL SERVICES**

**JANUARY 8, 2025
Notice of Request for Qualifications (RFQ)**

**Litigation Counsel Legal Services For Pending Litigation - Defense of Lawsuit For the City
of Bellefontaine Neighbors, Missouri**

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REQUIRED DOCUMENTS

1. **Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each response to the RFQ. (City must be added as additional insured if awarded)**
- 2a. **Proof that Proposer does not owe delinquent real or personal property in the City (tax receipts for past 3 years)**

OR

- 2b. **A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Bellefontaine Neighbors, Missouri.**

AND

3. **A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 13 & 14).**
4. **Agreement to be executed by the City upon approval by the Board of Aldermen (Proposer is required to provide a proposed contract to be executed, if selected.)**
5. **All pages of the Request for Qualifications must be used when submitting your Proposal response along with initialing any corrected page of the Proposal. Additional information may be included separately.**

***PROPOSALS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

A. DEFINITIONS:

1. The term "City" means City of Bellefontaine Neighbors, Missouri and its designated representatives.
2. The term "Vendor" or "Contractor" means the Proposer and includes designated representatives.
3. The term "RFQ" means Request for Qualifications.
4. The term "Agreement/Contract" means Binding Agreement or Contract.

B. PROPOSAL SUBMISSION:

Submit Proposal in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic Proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530, RSMo., and shall be submitted with the Proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the Proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and any subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

C. BASIS OF AWARD:

Award may be made for the lowest and best Proposal or award may be made for the lowest and best Proposal total, whichever is in the best interest of the City. City may reject any or all Proposals for any reason and may waive any informality. Proposals submitted shall include a copy of the proposed Contract with the City in the Proposal.

It is further agreed that the Contract shall not be valid and binding upon the City until approved by the City Attorney, as to legal form and is subject to the Ordinances, Resolutions and Orders of City of Bellefontaine Neighbors, Missouri, St. Louis County, Missouri, and State and Federal Law. If no contract has been awarded by the Board of Aldermen within thirty (30) days following the opening of the Proposal(s) then all Proposals will be deemed rejected.

D. PROPOSAL PREPARATION:

1. Each Vendor shall furnish the information required by the RFQ. The Vendor/Contractor shall sign all required documents. All deletions and erasures shall be initialed
2. Failure to adhere to all requirements in the RFQ may result in the response being disqualified as non-responsive.

E. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of Proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a Proposal submission.

F. LATE PROPOSALS:

It is the responsibility of the Vendor to deliver the Proposal or Proposal modification to the City on or before the date and time of the Proposal closing. Proposals received late will be rejected and returned unopened to the Vendor.

G. PROPOSAL DEPOSITS/BONDS:

This Request for Qualifications does not require any deposits or bonds.

H. MATERIAL AVAILABILITY:

As this is a Request for Qualifications to provide legal services, materials do not apply. Vendors may be required to submit written legal briefs to assess their legal writing abilities, however this is subject to the request of the Mayor, the Board and/or City Attorney.

I. ALTERNATE PROPOSALS:

Alternate Proposals and exceptions to Proposal clauses must be clearly noted on the Proposal. The City may accept or reject alternate Proposals; whatever is most advantageous to the City.

J. INCORPORATION OF DOCUMENTS:

The terms of the Proposal invitation, Proposal specifications, and Proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the Board of Aldermen, along with the terms of the proposed Contract or Agreement to be executed by the City with the approval of the Board of Aldermen shall govern this engagement subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

K. ADDENDA:

Any addenda to the RFQ issued by the City shall be incorporated by reference as if fully setout herein. It is the responsibility of the Vendor/Contractor to insure and verify that they are in receipt of and completed all addenda prior to submission of the Proposal. Verification is made by contacting the acting President of the Board or by reviewing the City Websites. (www.cityofbn.com).

L. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance as required by this RFQ with an insurance company licensed to do business in the State of Missouri or in the state where the Vendor/Contractor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the City, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by Vendor/Contractor, employees, agents, or by anyone for whose acts any of them may be liable.

THE CITY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH PROPOSAL. THE CITY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER SELECTION OF A PROPOSAL. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. Required Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the City with proof of Professional Liability Insurance, which shall protect the City against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Should any work be subcontracted, these limits will also apply.

C. Required Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287.

M. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 12. The Vendor/Contractor and the public are invited but not required to attend the formal opening of the Proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

N. PROPOSAL TABULATIONS:

Proposal Tabulations will be available five (5) to seven (7) business days following the Proposal opening. Proposal submissions are open for public review at the time of the Proposal opening.

PROPOSAL AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The Vendor/Contractor, by executing the Proposal and any Contract certifies that:

1. The Proposal complies with this Request for Qualifications and Proposal Specifications.
2. The Vendor/Contractor is in good standing and not disbarred from practicing law in the State of Missouri or any other State.
3. Vendor/Contractor must attach a proposed contract to be entered into with the City and approved by the Board of Aldermen.

B. TAXES:

No Proposal shall be awarded by the City unless the prospective Proposer certifies it does not owe delinquent real or personal property taxes to the City. Tax receipts for the past three (3) years are required or a notarized affidavit stating that the applicant does not own any real or personal property in the City on company letterhead.

C. PRICE:

The price(s) specified in this RFQ shall be by hourly rates or a flat fee. Any retainer amount must be specified.

D. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods or services provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced or services provided in the United States, State of Missouri, and St. Louis County, Missouri. Vendor shall include proof of compliance with the Act with the Proposal.

E. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the City may secure identical and/or similar services or products from other sources at any time in conjunction with or in replacement of the contractor's services.

F. PAYMENT:

City will pay Vendor/Contractor for services upon delivery to, submission of certified invoices and acceptance. The City will not be responsible for articles or services furnished outside of the executed contract. Price is tax-exempt.

G. CHANGE ORDER:

City may make changes within the general scope of this RFQ.

H. SUBCONTRACTS:

Vendor/Contractor shall not enter into any subcontract(s) for any services without City's prior written approval.

I. CHOICE OF LAW:

This Proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in St. Louis County, Missouri.

J. TERMINATION:

1. General: Performance of work may be terminated by the City in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interests of the City. Termination shall be affected by delivery to Vendor/Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, the City shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Vendor/Contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the City shall be entitled to terminate without further cost or liability.
3. **No Proposal shall be awarded by City unless the prospective Proposer provides proof that the Proposer does not owe delinquent real or personal property taxes, or that the Proposer does not own any real or personal property in the City. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any Proposal, or proof shall be provided that the Proposer does not own any real or personal property in the City prior to the award of any Proposal. The City considers that the failure to pay any and all real or personal property taxes due the City, the failure to report all real or personal property owned, held or used in the City, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the Proposal is awarded by the City and remain paid during the entire term of the contract unless the prospective Proposer provides proof that the Proposer does not own real or personal property in the City.**
4. Default: The City may terminate any Contract under any of the following circumstances:
 - a. If Vendor/Contractor fails to deliver the services required by the contract within the time specified; or
 - b. If Vendor/Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days

after notice from City specifying such failure. The rights of The City provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

- c. In the event of the Vendor/Contractor's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the Vendor/Contractor may be declared ineligible for further contracts. The rights and remedies of the City provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

K. NOTICE AND SERVICE THEREOF:

Any notice from the City shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Vendor/Contractor, at the address stated on the Proposal form.

L. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions set forth in the Request for Qualifications and the determination as to the quality of performance shall be in the sole discretion of the Mayor and Board, notwithstanding any language contained on any invoice or other document furnished by the Vendor/Contractor at any time or the acceptance by the City of any services furnished.

M. COMPLIANCE WITH APPLICABLE LAWS:

Vendor/Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

N. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

O. VENDOR/CONTRACTOR'S INVOICES:

Invoices shall contain the following information: Contract name and number (if any), description of services rendered, the dates the services were rendered, the hourly rate(s), and total amount of the invoice. Inquiries regarding payment should be addressed to the Mayor of the City.

P. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the City until approved by the City's Board of Aldermen.

Q. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [] Corporation.

Incorporated in the State of _____.

R. LANGUAGE: Proposals and all related documents will only be accepted in the English Language.

THE REQUEST FOR QUALIFICATIONS NOTICES ARE POSTED ON THE BELLEFONTAINE NEIGHBORS, MISSOURI WEBSITE AT <https://www.cityofbn.com> LOCATED UNDER “SPOTLIGHT”.

FOR QUESTIONS, CONTACT:

**James W. Thomas,
Acting President of the Board of Aldermen
City of Bellefontaine Neighbors, Missouri**

**JThomas@cityofbn.com
James Thomas <electjwthomassr@gmail.com>**

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The City of Bellefontaine Neighbors, Missouri is seeking Proposals for Specific Legal Services for Pending Litigation, Cause no. 24SL-CC02154. The City reserves the right to terminate any contract for any violation, by the successful Vendor/Contractor, of any term or condition of this RFQ or any contract executed.

PROPOSAL SPECIFICATIONS AND SCOPE

1. STATEMENT OF PURPOSE

- 1.1. The City of Bellefontaine Neighbors, Missouri (the “City”) is seeking the services of an experienced, professional, qualified law firm or an individual attorney capable of providing specific legal services for litigation for the City, being Cause no. 24SL-CC02154.
- 1.2. The professional services will include, but not be limited to: Representing the best interests of the City as determined by the City in regards to specific litigation in Cause no. 24SL-CC02154.

2. GENERAL INFORMATION

- 2.1. This Request for Qualifications (RFQ) has been issued for the sole purpose of establishing a contract with a Vendor/Contractor capable of providing specific legal services.
- 2.2. All Proposers must certify that personnel performing services for the City shall be properly licensed with the State of Missouri and in good standing with the Missouri Supreme Court. A letter of Good Standing from the Missouri Supreme Court must be provided with this contract and on a yearly basis of any subsequent renewals. Furthermore, the Attorney or firm herein shall further comply with all applicable Federal, State, City and Local laws which govern conflict of interests, financial reporting or other similar requirements.
- 2.3. The Vendor/Contractor will perform all services hereunder as an Independent Contractor and not as an employee of the City. The successful Vendor/Contractor shall supply their own office equipment, materials, etc., as needed. City understands and agrees that the successful Vendor/Contractor shall not be subject to supervision by City in the performance of such services. City shall not set work schedules, nor shall they be eligible for coverage under any City benefit plan as a result of this Agreement.
- 2.4. The professional services will include, but not be limited to defense and representation of the City in all matters relating to Cause no. 24SL-CC02154.

3. PROPOSER’S QUALIFICATIONS

- 3.1. All Proposers must be primarily engaged in the practice of law.
- 3.2. All Proposers must have a demonstrated comprehensive understanding in the areas of law involved in the litigation. Understanding and previous experience is a very essential criterion in the qualifying process.

- 3.3. The Proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

4. SUBMISSION OF PROPOSALS

- 4.1. Qualified individuals, or firms, interested in providing the services described are required to submit a complete Proposal for consideration. The Proposal shall address the items listed within this Request for Qualifications. Failure to provide all requested items might be sufficient cause for non-acceptance of the Proposal and/or subtraction of points in the area(s) where required information is missing.
- 4.2. The Proposer may provide information in addition to the information requested; however, the additional information shall be placed at the end of the Proposer's submittal in a section separated from the remainder of the Proposal.

5. ADDITIONAL SUBMITTAL REQUIREMENTS

- 5.1. A description of the Proposer's business history and number of years in operation. Include the name, telephone number and email address of the contact person(s) with the authority to respond to questions.
- 5.2. Provide a narrative describing the role of and introducing each key individual in your firm's organization that will be assigned to the City. Include resumes for all individuals assigned to the City. Provide an organizational chart showing functional relationships between the Vendor/Contractor, including all staff assigned to the City. Show the lines of communication, authority and assigned responsibility.
- 5.3. Information which documents successful results on past or similar cases, especially those cases related to the requirements of this Request for Qualifications. Related experience shall be restricted to those assignments undertaken within the last five (5) years. Include references for at least five (5) recent contracts with public entities which provide the best indication of your firm's ability to undertake successful litigation services for the City, including contact names, titles, telephone numbers, email, fax and mailing addresses.
- 5.4. Evidence of the firm's ability to manage the case expeditiously; approach to problem/task resolution; methodology/data gathering techniques and procedures; and teamwork.
- 5.5. Cost Proposal.

6. EVALUATION OF PROPOSALS AND REQUIRED SUBMITTALS

- 6.1. The City will deem a Proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of this RFQ. Minor omissions or informalities may be waived at the sole discretion of the City. The City also reserves the right to reject any and all Proposals, make no award or multiple awards as result of this solicitation. Responsive Proposals will be evaluated in the following manner:

- 6.2. An evaluation committee will review and rank all Proposals individually on their technical merits and according to the criteria established in this RFQ. The committee may contact respondents if any clarification is needed on the Proposal. The evaluation committee shall be comprised of: the City Contracts and Grants Manager.
- 6.3. The firm that provides the City with the most reliable and cost effective services based on the established evaluation criteria will be recommended to the Board of Aldermen for approval.
- 6.4. Proposals will be evaluated based on criteria outlined in the RFQ, any needed interviews, and reference checks. A recommendation will be made for the Vendor/Contractor whose qualifications and Proposal is the lowest and best Proposal or whose Proposal would be most advantageous to the City, all factors considered.
- 6.5. All Proposals will be reviewed independently by the selection committee and ranked on the basis if the criteria below:

GRADING CRITERIA	POINTS
Firm's Credentials	20
Qualifications and previous Legal Services	20
Documented Results in Similar Cases as Verified by References	20
Firm's capacity to effectively meet scope	10
Responsiveness to RFQ	10
Cost Proposal	20
Total Possible Points	100

7. COMPENSATION

- 7.1. The Vendor/Contractor shall provide a not-to-exceed annual fee for the Professional Services described herein.
- 7.2. Any increases for subsequent renewal periods must be reflected in the Cost Proposal. This pricing is to be included on the Pricing Page.
- 7.3. The Vendor/Contractor must receive approval from City prior to performing any services outside of the Scope of Services in order to receive payment for their services.

ESTIMATED SCHEDULE

The estimated schedule is as follows:

City releases RFQ	January 8, 2025
Responses due	January 24, 2025
Interviews if needed (begin)	January 29, 2025
Contract awarded	February 3, 2025

EXCEPTION SHEET

If the item(s) and/or service(s) proposed in the response to this RFQ is in any way different from that contained in this RFQ, the Vendor/Contractor is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Vendor/Contractor’s offer is in total compliance with all aspects of the RFQ.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

PRICING PAGE

Specific Legal Services- Pending Litigation

PROPOSAL DUE DATE: January 24, 2025 at 5:00 P.M. (Date and time)

The Vendor/Contractor must provide pricing information as specified below for Specific Legal Services-Pending Litigation, Cause no. 24SL-CC02154 services in accordance with the terms and conditions of this Request for Qualifications.

FEE PROPOSAL

Specific Legal Services- Pending Litigation:	\$ _____ Total
Cost for Attorney Legal Services	\$ _____ per hour
Cost for Paralegal Services	\$ _____ per hour

AUTHORIZED SIGNATURE

Must be signed by a person having the authority to contractually bind the business.

Signature

Date

Print Name and Title

Date

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide acceptable documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program.

**City of Bellefontaine Neighbors,
State of Missouri**

Mayor Dinah L. Tatman