



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050
 WWW.JEFFCOMO.ORG

BID #: 17-0006

Request for Proposal: LEGAL SERVICES – CIRCUIT CLERK **Date Issued:** 12-22-2016

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, JANUARY 24, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

MICHAEL REUTER
 Jefferson County, Missouri, CIRCUIT CLERK
 636-797-6480
 mike.reuter@courts.mo.gov

**Contract
Contact:**

VICKIE PRATT
 Department of Administrative Services
 636-797-5380

SAMPLE ENVELOPE

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
<i>SEALED PROPOSAL: (PROPOSAL NAME)</i>	

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Contract Term:
upon approval by
the County Council
and County
Executive**

**Vendor
Information:**

_____ Company Name	_____ Authorized Agent (Print)
_____ Address	_____ Signature
_____ City/State/Zip Code	_____ Title
_____ Telephone #	_____ Date
	_____ Tax ID #
_____ E-mail	_____ Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAY BE REJECTED AT THE DISCRETION OF THE COUNTY IF
REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

“BIDDER”S INITIALS: _____”

A. PROPOSAL SUBMISSION:

Submit bid form 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 its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. 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.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, 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 it's 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 himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING THAT THE ATTORNEY OR THE ATTORNEY'S FIRM IS COVERED BY AND WITH CURRENT MALPRACTICE INSURANCE AND MUST BE PROVIDED WITH EACH BID. 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 County with proof of Professional Liability Insurance, which shall protect the County 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 \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

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

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors 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.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

A. **PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. **TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, 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 bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. **PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. This is a budgeted annual contract for fiscal year 2017 only and may be renewed at the discretion of the County and/or Circuit Clerk. The maximum amount allowed under this Contract for Fiscal 2017 shall be no more than Eighteen Thousand (\$18,000.00) subject to budgetary limitations and approval by the County Council via Ordinance.

Any and all monies paid out of the Circuit Clerk's Funds may be subject to State of Missouri Audit and shall be used for legal services exclusively related to Legal activities as required by the Circuit Clerk, as described herein, and as set forth in the Missouri Revised Statutes and/or the Code of State Regulations.

Attorney or attorneys firm shall bill the Clerk on a monthly basis with a breakdown of time, subject matter and description thereof for each legal activity performed by the Attorney/Contractor Firm. These services are considered to be on a retainer basis annually and may be broken down monthly, but shall not exceed the budgeted amounts as approved by the County Council by Ordinance.

E. **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods 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 in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. **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 County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. **DEFINITIONS:**

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Attorney or Attorneys Firm, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Attorney or Attorneys Firm's expense, including a reduction in price for rejected goods. Attorney or Attorneys Firm shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Attorney or Attorneys Firm shall identify resubmitted goods as previously rejected. Attorney or Attorneys Firm shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Attorney or Attorneys Firm warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Attorney or Attorneys Firm's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Attorney or Attorneys Firm within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Attorney or Attorneys Firm's expense. Return to Attorney or Attorneys Firm of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Attorney or Attorneys Firm's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Attorney or Attorney's firm on a monthly basis upon delivery to, submission of certified invoices and acceptance of the same as set forth in "D-Price" above. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Attorney or Attorneys Firm for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Attorney or Attorneys Firm/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Attorney or Attorneys Firm shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Attorney or Attorney's firm shall not enter into any subcontract(s) for any goods without County's prior written approval.

O. 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 Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Attorney 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, County 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 Attorney or Attorneys Firm 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, County shall be entitled to terminate without further cost or liability.
3. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, 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 bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
4. **Default:** County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If Attorney fails to deliver the items required by the contract within the time specified; or
 - b. If Attorney 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 County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Attorney or Attorneys Firm the excess cost for such similar items provided, however, Attorney or Attorneys Firm shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Attorney or Attorneys Firm and without the fault or negligence of Attorney or Attorneys Firm. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Attorney or Attorneys Firm's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the Attorney or Attorneys Firm may be declared ineligible for further County contracts. The rights and remedies of the County 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.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Attorney or Attorneys Firm, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Attorney or Attorneys Firm warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. 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.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, time expended, sizes, quantities, unit prices and extended totals as set forth in "Price" above. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor and ultimately approved by Ordinance of the County Council.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

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

Incorporated in the State of _____.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

THE INVITATION FOR BID / REQUEST FOR PROPOSAL NOTICES ARE POSTED ON THE JEFFERSON COUNTY, MISSOURI WEBSITE AT WWW.JEFFCOMO.ORG LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION
CONTACT

MICHAEL REUTER – CIRCUIT CLERK ELECT
636-797-6480

VICKIE PRATT – CONTRACTS AND GRANTS MANAGER
636-797-5380

LEGAL NOTICE

**REQUEST FOR PROPOSAL
SEALED PROPOSAL**

For

LEGAL SERVICES – OFFICE OF THE CIRCUIT CLERK

For

**JEFFERSON COUNTY, MISSOURI GOVERNMENT
HILLSBORO, MO**

Jefferson County and specifically the Office of the Circuit Clerk for Jefferson County, Missouri, is seeking proposals for Legal Services for the Circuit Clerk Only. The County reserves the right to terminate the contract for any violation, by the successful vendor, of any term or condition of the contract by giving (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

PROPOSAL SPECIFICATIONS AND SCOPE

One (1) original signed and two (2) additional signed copies of the proposal must be received in a sealed envelope plainly marked “**Legal Services-Office of the Circuit Clerk**” with the date and time the proposal is due in the lower left corner of the envelope.

An authorized representative of the individual firm submitting the proposal must sign the proposal in blue ink.

Proposals must be submitted to:

Department of the County Clerk of Jefferson County, 729 Maple Street, Hillsboro, MO 63050 prior to January 24, 2017, 2:00 pm local time.

For this RFP, all proposals received by the County shall remain valid for ninety (90) days following the date of submittal. All proposals received in response to this RFP will become the property of the County.

Jefferson County reserves the right to accept and/ or reject any and all proposals.

PROPOSAL INQUIRIES

Inquiries regarding specifications contained in this request should be submitted in writing via E-mail (preferred) or mail to:

Vickie Pratt
Contracts and Grants Manager
Department of Administrative Services
729 Maple St.
P.O. Box 100
Hillsboro, MO 63050
636-797-6083
vpratt@jeffcomo.org

Michael Reuter
Circuit Clerk – 23rd Judicial Circuit Court
Office (636) 797-6480
mike.reuter@courts.mo.gov

All Questions must be received no later than 3:00 PM on 01/13/2017. Any question received after this deadline may not be answered.

ADDITIONAL TERMS AND REQUIREMENTS

- Jefferson County Reserves the right to reject any and all proposals or parts of a proposal and waive technicalities, and to adjust quantities.
- All proposals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time the proposals are due.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to Jefferson County and must be excluded.
- The initial contract shall be effective for the approximate (12) month period from the date of the notice of award.
- The electronic version of this RFP is available upon request. The document was entered into WORD for Microsoft Windows. The County does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of the RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- Vendors must submit three (3) signed copies of their proposals; one (1) is to be an original and so marked.
- All pages of the RFP must be initialed by an officer of the Company.
- An authorized officer of the company submitting the proposal must sign all proposals, in blue ink.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposal.
- Jefferson County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “Void” and will not be opened.
- The successful consultant is specifically denied the right of using in any form or medium the names of Jefferson County or any other public entity within the Jefferson County Government for public advertising unless express written permission is granted.
- All vendors must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible consultant, or the consultant whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the consultant qualifies his proposal by specific limitations. The proposal can be on an “all or none” basis if wording in the proposal so states and if all items solicited are included in the proposal.
- When applicable, the consultants shall provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

PROPOSAL TERMS AND CONDITIONS

1. PROPOSAL TERMS AND CONDITIONS: The following terms and conditions apply to submitting proposals in response to the Request for Proposal:

- 1.1 **Independent Firm:** The Attorney Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the service and all persons employed by the Firm shall be employees of said Firm and not employees of the County in any respect.
- 1.2 **Incurred Expenses:** The County and the Circuit Clerk is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in the request for Proposals.
- 1.3 **Interviews:** The County and the Circuit Clerk reserve the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)
- 1.4 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the County has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to County of Jefferson employees or their family members.
- 1.5 **Information required to be submitted by Offeror:** Each Vendor shall submit the information outlined in the Proposal Requirements, Proposal Form and Contract, and the Specifications and Scope of Work Sections in order for its proposal to be adequately evaluated and considered.

SCOPE OF SERVICES

- 1 The County of Jefferson, Missouri (the "County") and specifically the Office of the Circuit Clerk is seeking the services of an experienced professional qualified firm or individual capable of providing certain legal services to the Circuit Clerk of Jefferson County. Said firm or individual shall at all times remain a contractor to the County, but must, at certain times, work in consultation with the Office of the County Counselor and keep said Office of the County Counselor apprised of all activities performed under this Agreement, if requested.

Definition: "**Attorney**"

The professional services will include, but not be limited to: Representing the best interests of the Circuit Clerk of Jefferson County as determined by the Circuit Clerk in regards to certain legal issues that may arise daily in the Office of the Circuit Clerk.

2 GENERAL INFORMATION

This Request for Proposal (RFP) has been issued for the sole purpose of establishing a one (1) year contract with a firm capable of providing legal services with an option to renew on an as needed basis every year thereafter. However, this contract will not automatically renew and must be reviewed and renewed, if at all, by agreement of the Circuit Clerk, the County Counselor and as Ordained by the County Council

All proposers must certify that personnel performing services for the County 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. 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. Without limiting the foregoing, the successful vendor shall file in a complete and timely manner registrations and reports required by Missouri conflict of interest laws, if applicable.

The Proposer will perform all services hereunder as an independent contractor and **not** as an employee of the County. The successful vendor shall supply their own office equipment, materials, etc., as needed, and shall have sole responsibility for determining the manner in which they perform services hereunder. The County understands and agrees that the successful vendor shall not be subject to supervision by County in the performance of such services, but the vendor agrees that the attorney or representative from the firm selected will, at all times, keep the Circuit Clerk and the County Counselor apprised of all activities being performed under the terms of this Agreement, if requested. The County shall not set work schedules, nor shall the Attorney or Attorneys Firm be eligible for coverage under any County benefit plan as a result of this agreement.

The professional legal services provided to the Circuit Clerk and Office of the Circuit Clerk will include, but not be limited to:

- 2.1 Participate in daily face to face contact with the Circuit Clerk on many varied issues about employment, procedures, statute interpretation and meet with and give opinions on legal issues as they arise on a daily basis.
- 2.2 Prepare for and attend monthly *En Banc* sessions with the Circuit Court Judges and Associate Circuit Court Judges – minimum of 1.5 hours per month advising the Court on issues that affect the working relationship with the Circuit Clerk and said judges.
- 2.3 Handle litigation not covered by the Missouri Attorney General's Office - such as employment appeals to the Circuit Court of Cole County, Missouri.
- 2.4 Answer on a daily basis Circuit Clerk's procedural questions and respond to emails and inquiries as they arise.
- 2.5 Conduct advisory services for employment grievance and discipline actions.
- 2.6 Attend Circuit Court Budget Committee meetings in Jefferson City when the Circuit Clerk is asked to attend.
- 2.7 Perform legal research with internet research tools to verify opinions and to answer questions of the Circuit Clerk.
- 2.8 Grant "walk-in" status for the Circuit Clerk – for example if the Clerk has an immediate issue which requires attention, then the responsive firm or its attorney or attorneys will be made immediately available to the Clerk for the Clerk to discuss said issues. Additionally, if so requested by the Clerk the responsive firm, or its attorney or attorneys will attend to the same immediately and in the office of the Clerk.
- 2.9 Review, research and give legal advice on Court Operating "Rule 7" relating to the conduct of the Office of the Circuit Clerk, its procedures and its employees on employment classification, grievance, discipline and retention.
- 2.10 Review all policies and procedures and be able to, through sound and ethical advice, minimize liability to the greatest extent possible to aid the Circuit Clerk as said clerk may require.
- 2.11 Demonstrate experience representing government agencies, offices, office-holders, elected officials, appointed officials and be willing to actively update educational or training opportunities to aid in the same.

PROPOSER'S QUALIFICATIONS

- 2.12 All proposers must be primarily engaged in providing legal services as outlined in the Scope of Services.
- 2.13 All proposers must have a demonstrated comprehensive understanding in areas listed in this proposal. Understanding and previous experience is a very essential criterion in the qualifying process.
- 2.14 The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in the general law and the unique representation of law enforcement agencies. The County or the Circuit Clerk 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.

3 SUBMISSION OF PROPOSALS

- 3.1 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 Proposal. 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.
- 3.2 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.

4 REQUIRED SUBMITTALS

- 4.1 Proposer shall include a resume of each Attorney under the terms of this Agreement, a description of the proposers business history and number of years in operation. Include the name, telephone number an email address of the contact person(s) with the authority to respond to questions.
- 4.2 Provide a narrative describing the role of and introducing each key individual in your firm's organization that will be assigned to the County. Include resumes for all individuals assigned to the County. Provide an organizational chart showing functional relationships between the proposer individuals assigned to the County and the County. Show the lines of communication, authority and assigned responsibility.
- 4.3 Proposer shall provide information, which documents successful results on legal cases, especially those assignments related to the requirements of this Request for Proposal. Related project 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 legal services for the Circuit Clerk, including contact names, titles, telephone numbers, email, fax and mailing addresses.

4.4 Provide the specific location from which the firm(s) will undertake the legal services. If the office is not located in Jefferson County, then indicate how the firm will assure on-going access and responsiveness throughout the contract as set forth above.

4.5 Show evidence of the firm’s ability to manage projects simultaneously and expeditiously; approach to problem/task resolution; and methodology/data gathering techniques and procedures; and teamwork.

4.6 Cost Proposal within the budgetary guidelines set forth above.

5 SUPPLEMENTAL INFORMATION

5.1 Provide a statement of litigation that firm or staff of firm is currently involved in, or has been involved in over the past five (5) years.

5.2 Proposers Qualification Form,

5.3 Insurance Requirements Certification.

5.4 Proposers Checklist.

5.5 Proposer Declaration Statement.

5.6 Conflict of Interest Form.

6 EVALUATION OF PROPOSALS AND REQUIRED SUBMITTALS

6.1 The County may deem a proposal nonresponsive when critical information is lacking, or the submission represents a major deviation from the requirements of this RFP. Minor omissions or informalities may be waived at the sole discretion of the County. The County 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 RFP. The committee may contact respondents if any clarification is needed on the proposal. The evaluation committee shall be comprised of at least: The Jefferson County Circuit Clerk, County Counselor and the Contracts and Grants Manager.

6.3 The firm that provides the County with the most reliable and cost effective services based on the established evaluation criteria will be recommended to the Circuit Clerk and ultimately the County Council for approval.

6.4 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 on Similar Jobs as Verified by References	30
Firm’s capacity to effectively meet scope	10
Responsiveness to RFP	10
Cost Proposal	10

8. CONFLICT OF INTEREST

1.1 The Attorney and/or Firm has to agree that during their representation of the Circuit Clerk’s Department that said attorney or firm or any member of said firm will not undertake any action against the County or any of its departments, divisions, employees or agents in a representative capacity and will not appear in opposition to any County action in a court of law or before a board and/or commission. Any appearance will be deemed an automatic conflict and the contract or Agreement herein will be subject to immediate cancellation.

9. COMPENSATION

1.1 The vendor shall provide a not-to-exceed annual fee for the services described herein. Any increases for subsequent renewal periods must be reflected in the cost proposal. The contractor must receive approval from County prior to performing any services outside of the Scope of Services in order to receive payment for the services.

REVIEW AND SELECTION CRITERIA

All proposals submitted before deadline will be reviewed to determine compliance with the requirements of the RFP. Primary factors in the evaluation include, but will not necessarily be limited to:

1. Demonstrated understanding of the scope of work as set forth in the RFP including Consultant's strategy for carrying out the needed work tasks to meet the goals.
2. Firm and staff's demonstrated qualifications and expertise regarding relevant experience with municipal clients.
3. The firm's present workload and demonstrated capacity to provide services in a professional manner and within approved timeline.
4. The firm's past record of performance, if any, with respect to quality of work and ability to deliver on goals, timelines and budget.
5. The quality, conciseness and completeness of the proposal.
6. Project timeline.
7. Proposed fees.

Proposals will be evaluated based on criteria outlined in the RFP, interviews, and reference checks. An agreement will be negotiated with the Consultant whose qualifications would be most advantageous to the county, all factors considered. If an agreement cannot be reached with the top ranked Consultant, the county will then negotiate with the second ranked consultant.

ESTIMATED SCHEDULE

The schedule is as follows:

County releases RFP	December 30, 2016
Responses due	January 24, 2017
Consultant Interviews (begin)	TBD (To Be Determined)
Contract awarded	TBD
Project start date, no later than	TBD
Draft Study due, no later than	TBD
Final Report due	TBD
Acceptance of Final Report	TBD

EXCEPTION SHEET

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

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

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 documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 201____:

County of Jefferson, State of Missouri

Company Name

Signature

Kenneth B. Waller County Executive

Print

Company Address: _____

Phone: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

COOPERATIVE BID FORM

Bid Name: _____

INSTRUCTIONS: Bidders **MUST** fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes _____ No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the **minimum** dollar value *per order* you will require from a Municipality or any other tax-supported entity (**this shall not apply to Jefferson County, Missouri Government, Departments or Divisions**):

MINIMUM DOLLAR VALUE PER ORDER: \$ _____

BY: _____

TITLE: _____

COMPANY: _____

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone _____ **E-mail** _____

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI