



REQUEST FOR PROPOSAL
FOR BOND COUNSEL SERVICES
FOR
THE BLUE SPRINGS SCHOOL DISTRICT

Monday, May 18, 2020

Letter of Interest Due: Monday, May 25, 2020

Questions/Requests for Clarification Due: Thursday, May 28, 2020

Proposal Due: Monday, June 22, 2020

REQUEST FOR PROPOSAL FOR BOND COUNSEL SERVICES

1. Introduction

1.1. Background on the Request for Proposal

- 1.1.1. The Blue Springs School District (“District”) is issuing this **Request for Proposal for Bond Counsel Services** (“RFP”) for the full range of Bond Counsel services that the District may prospectively require from time to time composed of the categories set forth in Section 2 of this RFP (“the Bond Counsel Services”). The District will evaluate submissions of all firms responding to this RFP (individually, “Respondent”) under the evaluation criteria in this RFP.
- 1.1.2. The District is soliciting responses to this RFP from individuals and law firms to provide it with Bond Counsel Services. The District anticipates that such Bond Counsel Services shall be provided on both an “on-call basis” and for projects that may arise from time to time.
- 1.1.3. At the conclusion of this RFP, the District intends to select and contract with one or more law firms to assure that the District has ongoing and expeditious access to Bond Counsel Service providers.

1.2. Background on the District

- 1.2.1. The District, a public school district created, organized and operating under the Constitution and the laws of the State of Missouri, is an independent body politic and corporate, and a political subdivision of the State of Missouri.
- 1.2.2. The District has an enrollment of approximately 15,000 students. The District operates 2 comprehensive high school(s), 1 alternative school, 4 middle schools, 13 elementary schools, and an early childhood program.
- 1.2.3. The governing body of the District is a seven-member Board of Education. The Administration of the District is headed by the Superintendent of Schools.

2. Scope of Services Required

- 2.1. Advise and assist the District with development of a project’s finance structure.
- 2.2. Interpret statutes and constitutional provisions necessary in issuing bonds and securing legislative authority.
- 2.3. Prepare and review all bond transaction documents and resolutions, other proceedings and other documentation and certifications required for authorization and issuance of bonds.

- 2.4. Prepare and review the Preliminary Official Statement and the Official Statement.
- 2.5. Participate with presentations to the District, bond insurers, credit providers, and rating agencies.
- 2.6. Render a final approving opinion on the validity of the bonds and the tax-exempt status of the interest thereon from state and federal income taxation and such incidental opinions that may be necessary.
- 2.7. Prepare the bond forms and supervise any printing thereof.
- 2.8. Attend the bond sale, signing, closing and all other meetings and conferences deemed necessary by the District.
- 2.9. Provide any other services necessary for the preparation of the finance structure and the sale of the bonds.
- 2.10. Provide all standard activities of bond counsel to complete the bond financing.
- 2.11. Prepare the closing certificates and bond transcripts covering the proceedings and coordinate the filings and recordings with local, state and federal agencies relating to the authorization and issuance of the bonds.
- 2.12. Provide arbitrage calculations at the completion of each bond issue.
- 2.13. After bond issuance, provide continued support for matters relating to the financing or investment of project funds and post-issuance compliance services including without limitation arbitrage rebate services, record maintenance and continuing disclosure under the District's tax-exempt financing compliance policy and procedure.
- 2.14. Other required services including all clerical assistance, printing and duplicating as required. District personnel will be provided, when appropriate, to provide necessary assistance such as research of historical records, or other information needed to perform Bond Counsel Services for the District.
- 2.15. Regular accounting and billing for services and expenses.

3. Content of the Proposal

3.1. Identity of the Respondent

- 3.1.1. **Name of the Respondent** – The Proposal shall include the legal name of the Respondent submitting the Proposal.
- 3.1.2. **Address of the Respondent** – The Proposal shall include the mailing address of the Respondent.

- 3.1.3. **Team of Professionals** – The Proposal shall list the names of the attorneys who, it is expected, will be assigned to work with the District.
 - 3.1.3.1. **Resumes of Professionals** – The Proposal shall include the resume of each attorney listed in 3.1.3.
 - 3.1.3.2. **Statement of Good Standing** – The Proposal shall include a statement that each attorney listed in 3.1.3 is a member, in good standing, of the Missouri Bar.
 - 3.1.3.3. **Principal Contact** – The Proposal shall identify the firm’s principal contact, including contact information. See 4.1.1.1.

3.2. Billing, Billing Rates and Reimbursement of Expenses

- 3.2.1. **Billing** – The Proposal shall indicate that Respondent will bill the District monthly, and that Respondent’s bill shall include, at a minimum, the following information: the matters for which Respondent provided legal services; the professionals who provided the legal services; a subtotal for each matter; a listing of expenses for which Respondent is seeking reimbursement.
- 3.2.2. **Billing Rates of Identified Attorneys** – The Proposal shall list the billing rate for each attorney listed in 3.1.3, during the 2020 calendar year.
 - 3.2.2.1. **Fractions of Hours** – The Proposal will state the minimal increments into which a billable hour is subdivided, and the minimal billing increment for any activity.
 - 3.2.2.2. **Anticipated Billing Rates** – The Proposal shall provide anticipated, non-binding billing rates for 2020, 2021, 2022 and 2023.
- 3.2.3. **Billing Rates of Others Providing Services** – The Proposal shall provide a statement of the 2021 billing rates of others – e.g., attorneys (partners and associates) and paraprofessionals – who might be called upon to provide services to the District. Fees of the others providing services may be listed by classification of professional, rather than individually.
- 3.2.4. **Non-Hourly Billing** – Nothing in this RFP is intended to limit a Respondent from proposing an alternative to hourly billing.
- 3.2.5. **Expenses for Which Respondent Will Expect to Be Reimbursed** – The Proposal shall list costs likely to be incurred in Respondent’s representation of the District for which Respondent will seek reimbursement from the District. For each cost listed, indicate the rate Respondent will charge the District and whether the rate includes a premium above the cost incurred by Respondent.

3.3. Qualifications of Respondent

- 3.3.1. **Qualifications with Respect to Areas in the Scope of Services** – The Proposal shall include a detailed self-analysis of Respondent’s ability to provide legal services that meet the needs of the District, addressing each area set out in the Scope of Services, Section 2, above. The self-analysis should include Respondent’s experience representing entities similar to the District and include Respondent’s experience in the areas Discussed in the Scope of Services.
- 3.3.2. **Additional Qualifications** – Respondent may provide the District with additional information Respondent believes is pertinent to an assessment of Respondent’s qualifications. Additional information may include memberships in professional organizations, access to research data bases, attendance at relevant continuing legal education conferences, and conferences at which Respondent’s personnel have presented on relevant topics.

3.4. References

- 3.4.1. **Number of References** – Respondent shall submit three (3) client references.
- 3.4.2. **Type of References** – References from school districts or other governmental entities are preferred.
- 3.4.3. **Content of References** – References must include the following information: name of the entity, address of the entity, telephone number of the entity, and the individual at the entity to be contacted.

3.5. Conflicts of Interest

- 3.5.1. **Relationships with Members of the Board of Education and Administration** – Respondent shall state any professional, business, or familial relationship that Respondent as an entity or principals of Respondent has or have with any current member of the Board of Education of the District, or with any administrator of the District.
- 3.5.2. **Representation of Other Clients that May Pose a Conflict of Interest** – Respondent shall state if it is representing a client where such representation will likely result in a conflict with Respondent’s representation of the District.

3.6. Insurance

- 3.6.1. **Workers’ Compensation Insurance** – Respondent shall provide proof of workers’ compensation insurance, as required by law.
- 3.6.2. **Comprehensive General Liability Insurance** – Respondent shall provide proof it maintains general liability insurance with a limit of not less than

\$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate, with a deductible of not more than \$5,000.00.

- 3.6.3. **Professional Liability Insurance** – Respondent shall provide proof of professional liability insurance with a limit of not less than \$1,000,000.

3.7. Statement of Assurances and Signature

- 3.7.1. **Assurances** – Respondent shall include a statement that Respondent has read and understands the instructions in this RFP, and that Respondent can provide the services specified in this RFP.
- 3.7.2. **Signature** – The original copy of the Proposal shall be signed by an authorized representative of Respondent.

4. Submission of Responses

4.1. Pre-Submission Requirements

- 4.1.1. **Letter of Interest** -- Within five (5) days of issuing the RFP, interested law firms shall submit a letter expressing the firm's interest in submitting a proposal.
- 4.1.1.1. **Principal Contact Person** – The letter must identify the Principal Contact Person at the law firm with respect to the RFP, and provide contact information, including e-mail address, for the principal contact person.
- 4.1.1.2. **Mode of Submitting Letter of Interest** – Interested law firms may submit the Letter of Interest by United States Mail or as a pdf document attached to an email.
- 4.1.1.3. **To Whom to Address the Letter of Interest** – The Letter of Interest should be addressed to:

Mr. Kirk Sampson
Assistant Superintendent for Business Services
Blue Springs School District
801 NW Vesper
Blue Springs, Missouri 64015
ksampson@bssd.net

4.2. Questions Regarding the Request for Proposal

- 4.2.1. **Questions/Requests for Clarification** – Questions/Requests for clarification regarding the proposal will be accepted through the end of business, Thursday, May 28, 2020.

4.2.2. **To Whom to Address Questions** – Questions/Requests for clarification regarding the proposal should be addressed to:

Mr. Kirk Sampson
Assistant Superintendent for Business Services
Blue Springs School District
801 NW Vesper
Blue Springs, Missouri 64015
ksampson@bssd.net

4.2.3. **Mode of Asking Questions/Requests for Clarification** – Questions/Requests for clarification may be submitted by United States Mail or E-Mail.

4.2.4. **Responses to Questions/Requests for Clarification** – Inquiries and Responses to Questions/Requests for Clarification will be sent by e-mail to the Principal Contact Person identified in 4.1.1.1 of all firms that have expressed an interest in submitting a proposal.

4.3. Submission Requirements

4.3.1. **Date and Time Proposal Is Due** – The Proposal must be submitted not later than 12:00 PM, on Monday, June 22, 2020.

4.3.2. **Location of Submission** – Proposal shall be submitted to:

Mr. Kirk Sampson
Assistant Superintendent for Business Services
Blue Springs School District
801 NW Vesper
Blue Springs, Missouri 64015
ksampson@bssd.net

4.3.3. **Identification of Submission** – The Proposal shall be enclosed in a sealed envelope labeled: “**PROPOSAL TO PROVIDE BOND COUNSEL SERVICES.**”

4.3.4. **Form of the Submission** – The District will accept hard copies of the Proposal, only. Electronic or facsimile copies will not be accepted.

4.3.5. **Number of Copies** – The Submission shall include one (1) original and five (5) copies of the Proposal

4.3.6. **Contents** – The Proposal must include all of the information required by Section 3.

- 4.3.7. **Modification of Proposal** – Respondent may modify its Proposal up to the time that proposals are due.
- 4.3.8. **Withdrawal of Proposal** – Respondent may withdraw its Proposal up to one hour before the Proposals are to be opened. See 4.3.9.
- 4.3.9. **Opening of Proposals** – The District shall open the Proposals in public on Monday, June 22, 2020 at 1:00 PM.

5. Evaluation of Proposals and Award of Contract

5.1. **Evaluation Committee** – The District may appoint a committee (Committee) to review the proposals and make a recommendation to the Board of Education.

5.1.1. **Interviews** – The District may elect to narrow the field and interview Respondents.

5.2. **Evaluation Criteria** – The criteria used by the District in evaluating the proposals include :

5.2.1. Qualifications and experience with projects of similar scope or complexity

5.2.2. Staff experience and competence

5.2.3. Pricing scale of services

5.2.4. Familiarity with Blue Springs School District and the project area

5.2.5. Approach

5.2.6. References

5.3. **Awarding of Contract** – The Board of Education will consider the recommendations of the committee and will award the contract for bond counsel services to the firm or firms which, in the sole discretion of the Board of Education, offers the services in the best interest of the District. The Board of Education may award contracts to more than one law firm. The Board of Education reserves the right to reject all proposals. The decision of the Board of Education is final.

5.3.1. **Date of the Award** – It is the intention of the Board of Education to award a contract under this RFP on or before August 1, 2020. However, the Board is not bound by this date, and may take up to ninety (90) days after proposals are submitted to award a contract under the RFP.

- 5.3.2. **Contract** – If a Proposal is accepted, the District and Respondent shall enter into a contract consistent with this RFP, the Proposal, and such additional terms as negotiated between the District and Respondent.
- 5.3.3. **Duration of the Contract** – The agreement will run for three (3) years and may be renewed for two consecutive one-year terms upon agreement between Blue Springs School District and the successful law firm.
- 5.3.4. **Failure to Contract** – Failure of the District and Respondent to agree on the terms of the contract may cause the avoidance of the award.

6. Other Provisions

- 6.1. The RFP – in part or in whole – is not intended to be, nor shall it be construed as being, a commitment of any kind by the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing a Proposal in response to this request.
- 6.2. The District reserves the right to reject any or all proposals.
- 6.3. The District reserves the right to waive any informalities and minor irregularities in any proposal received. The District, in its sole discretion, will determine whether an irregularity is minor.
- 6.4. Proposals, fees, costs, terms and conditions shall remain firm for ninety (90) days from the due date for proposals.
- 6.5. Proposals may not be withdrawn for ninety (90) calendar days from the due date for proposals without the express written consent of the District.
- 6.6. Respondent is responsible for its own verification of all information provided to it. Respondent must satisfy itself, upon examination of this RFP, on the intent of the terms, conditions, and specifications.
- 6.7. The District may award a contract based upon the initial proposals received, without further communication with the Respondents.
- 6.8. The District, at its option, may conduct interviews after receipt of the proposals.
- 6.9. The District reserves the right to enter into negotiations to clarify and qualify terms in a Proposal.
- 6.10. The District reserves the right to negotiate final contract terms with any Respondent, regardless of whether such Respondent was interviewed.

- 6.11. Respondent shall not offer or give any gratuities, favors, or anything of monetary value to an officer, employee, agent, or Board of Education member of the District to influence favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process. Such practice shall result in automatic rejection of the Proposal.
- 6.12. No Respondent shall engage in any activity or practice, by itself or with other Respondents, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Such practice shall result in automatic rejection of the Proposal.
- 6.13. If a conflict arises between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. The District shall resolve all inconsistencies and/or disputes pertaining to the RFP and a Proposal in good faith. Respondent agrees to abide by the decision of the District.
- 6.14. The District is committed to providing equal opportunity in all areas of recruiting, hiring, retention, promotion, and contracted service. The District further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, or national origin.