

SMITHVILLE



School District

Tradition of Excellence

BOND COUNSEL SERVICES REQUEST FOR PROPOSAL

CENTRAL OFFICE 816-532-0406

BOND COUNSEL RFP (2023-2024 SCHOOL YEAR)

Overview

1. Introduction

The purpose of this Request for Proposal (RFP) is to solicit bond counsel firms to provide services for Smithville School District (The District). The District has planned issuance for 2026 and 2030 as part of funding for their ten year Master Facilities Plan.

The District reserves the right to reject any and/or all proposals in response to this request. Force Majeure is in effect.

1.1 RFP Background

- 1.1.1. Smithville R-II 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 District Background

- 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. General information about the District can be found on the District’s website at <http://www.smithvilleschooldistrict.net>
- 1.2.2. The District has an enrollment of approximately 2,600 students. The District operates 1 comprehensive high school, 1 middle school, 3 elementary schools, an early childhood program, and a tuition-based preschool 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, the 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.

3.1.4. **Resume of Professionals** – The Proposal shall include the resume of each attorney listed in 3.1.3.

3.1.5. **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.

3.1.6. **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 2023 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 2024, 2025, 2026 and 2027.
- 3.2.3. **Billing Rates of Others Providing Services** – The Proposal shall provide a statement of the 2023 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 \$1,000,000.00.

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. Questions Regarding the Request for Proposal

- 4.1.1. **Questions/Requests for Clarification** – Questions/Requests for clarification regarding the proposal will be accepted through the end of business, Wednesday, July 28th, 2023.
- 4.1.2. **To Whom to Address Questions** – Questions/Requests for clarification regarding the proposal should be emailed to hedgecor@smithville.k12.mo.us.
- 4.1.3. **Responses to Questions/Requests for Clarification** – Responses to submitted questions will be posted on the District’s website at:
<https://www.smithvilleschooldistrict.net/o/ssd/page/request-for-proposals>

4.2. Submission Requirements

- 4.2.1. **Date and Time Proposal Is Due** – The Proposal must be submitted no later than 1:00 PM, on Friday, June 30th, 2023. The clock in the office of the Executive Director of Support Services shall control.
- 4.2.2. **Location of Submission** – Proposal shall be submitted to:

Robert Hedgecorth
Executive Director of Support Services
Smithville R-II School District
655 S. Commercial Ave
Smithville, Missouri 64089
hedgecor@smithville.k12.mo.us
- 4.2.3. **Identification of Submission** – The Proposal shall be enclosed in a sealed envelope labeled: “**PROPOSAL TO PROVIDE BOND COUNSEL SERVICES.**”
- 4.2.4. **Form of the Submission** – The District will accept hard copies of the Proposal, only. Electronic or facsimile copies will not be accepted.
- 4.2.5. **Number of Copies** – The Submission shall include one (1) original and four (2) copies of the Proposal
- 4.2.6. **Contents** – The Proposal must include all of the information required by Section 3.

4.2.7. **Modification of Proposal** – Respondent may modify its Proposal up to the time that proposals are due.

4.2.8. **Withdrawal of Proposal** – Respondent may withdraw its Proposal up to one hour before the Proposals are to be opened. See 4.3.9.

5. Evaluation of Proposals and Award of Contract

5.1. **Evaluation** – The District will evaluate all responsive and responsible proposals based on the Evaluation Criteria in section 5.2.

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 :

	WEIGHT
5.2.1 Firms Qualifications and experience	30
5.2.2 Staff Experience and competence	20
5.2.3 Pricing scale and services	15
5.2.4 Familiarity with Smithville School District and project area	15
5.2.5 Approach	10
5.2.6 References	10

5.3. **Awarding of Contract** – The District will rank all proposals from highest to lowest evaluation score. In the event the primary selection cannot provide the products or services, an alternate company will be selected. All companies will be notified within seven days of the selection. 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 June 19th, 2023. 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** – After the District has selected a proposal, the firm will enter into negotiations for a contract. The contract will become final and binding only with the approval from the District’s Board of Education. All contracts will be reviewed by district counsel. Any contract terms that are not acceptable by the District, may be grounds for dismissing the selected vendor.
- 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 Smithville R-II 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.

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Adopted: 11/7/2018

Revised: 06/6/2023

Smithville School District, Smithville, Missouri

