



City of O'Fallon
HR/Labor Counsel Legal Services
Request for Proposals #22-094

CITY OF O'FALLON, MISSOURI
REQUEST FOR PROPOSALS
RFP NUMBER 22-094
HR/LABOR COUNSEL LEGAL SERVICES

November 25, 2022

INCLUDED ARE:

Proposal Instructions

Scope of Services

Proposal Form

Worker Eligibility Verification Affidavit

Terms and Conditions

CITY OF O’FALLON, MISSOURI

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified law firms capable of providing HR/labor counsel legal services for the City of O’Fallon (hereafter referred to as “the City”). The RFP states the overall scope of services desired as well as required vendor qualifications.

This RFP provides prospective firms with sufficient information to enable them to prepare and submit proposals for consideration by the City to satisfy the needs as outlined in the scope of services.

BACKGROUND:

O’Fallon is a full-service city and provides general administrative services, police protection, streets, water and sewer, community development, parks and recreation, and environmental services. The City employs approximately 475 full-time employees (which includes a Police Bargaining Unit) and about 300 part-time and seasonal employees.

The City encompasses 30 square miles and services a population of approximately 91,000. O’Fallon is located in St. Charles County, Missouri, about 30 minutes west of the St. Louis City limits. The city is bisected in a north-south direction by Missouri State Highways M and K and in an east-west direction by Interstates 70 and 64. Regularly scheduled air passenger service is available at Lambert St. Louis International Airport located approximately 22 miles east of the City on Interstate 70.

The City of O’Fallon’s economic base is diverse and consists of a mix of residential, manufacturing, financial services, governmental services, education and healthcare. Essentially a “bedroom community” in the early 1980’s to the St. Louis Metropolitan area, the City’s economic growth now supports approximately 30,000 jobs for our residents.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	November 25, 2022
Deadline for submission of questions:	November 30, 2022 at 12:00 P.M. CST
Proposal submission deadline:	December 13, 2022 at 12:00 P.M. CST
Anticipated evaluation interview(s)	December 19, 2022
Anticipated approval by City/contract executed by both parties	January 26, 2023

PROPOSAL SUBMISSION

Sealed proposals must be received by the City of O’Fallon, Missouri, Purchasing Office, 100 North Main Street, O’Fallon, Missouri 63366 prior to December 13, 2022, at 12:00 P.M. (prevailing central time). Each proposal shall consist of one original (identified as such) and five copies of the complete proposal. The original must include all signatures, where applicable.

It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office prior to the deadline. Firms mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be opened or considered.

Proposals must be clearly identified as a proposal for the City of O’Fallon, Missouri “**RFP # 22-094 HR/Labor Counsel Legal Services**” and must show such information on the outside of the

proposal packet. Proposals will not be accepted by facsimile or email transmittal. *Do not staple or submit proposals in any type of binder; binder clips are acceptable.*

QUESTIONS

All questions must be submitted in writing to Christine Grabin, Purchasing Agent, no later than 12:00 P.M. (CST) on November 30, 2022, via email cgrabin@ofallon.mo.us. The City will only respond by the end of day on December 06, 2022, to questions from Respondents. Answers to questions will only be distributed via addendum and posted on our website at <http://www.ofallon.mo.us/bid-opportunities>

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP from the City of O'Fallon. This does not relieve the submitting firm from the responsibility of regularly checking the City website listed below for updates regarding any addenda associated with this proposal request. Addenda are available on our website at: <http://www.ofallon.mo.us/bid-opportunities>. If you received this RFP by means other than the bid system, you must furnish your firm name, address, and telephone number to the Purchasing Agent identified in the Proposal Instructions section in order to receive any addendum to this RFP. Proposers shall acknowledge receipt of each addendum issued in the space provided on the RFP form.

END OF PROPOSAL INSTRUCTIONS

SCOPE OF SERVICES

A. General:

The City of O'Fallon is seeking sealed proposals for services of a law firm that is knowledgeable in all aspects of municipal human resources (HR) and labor law. The selected firm will serve as an advisor to the City's administration and elected officials regarding employment issues and will represent the City in related legal matters as needed.

Minimum Qualifications

The firm must:

- Be authorized to conduct operations in the State of Missouri and be in compliance with all federal and Missouri regulating agencies.
- Possess substantial knowledge and experience in the area of municipal human resources and labor law, including (but not limited to) compensation and benefits; hiring, firing, promoting and disciplining employees; collective bargaining; employment provisions specific to police employees and other safety sensitive positions; and the myriad of related State and Federal laws including Workers' Compensation, FLSA, FMLA, ADA, etc.
- Have experience representing clients before the Missouri Human Rights Commission and the EEOC, as well as in court.
- Possess experience in contract law as it relates to employee labor issues.
- Be a member in good standing with the Missouri State Bar.

Required Services

- Except as otherwise provided by law and/or there is a conflict of interest, the firm shall represent the City in all legal reviews and actions as it relates to HR/labor law.
- Responsibilities will include, but not be limited to:
 - Providing general legal advice
 - Preparing, reviewing, consulting on and approving various correspondence, policies and contracts as needed
 - Representing the City in related litigation and other formal hearings as requested
 - Working with other assigned counsel as needed
 - Attending meetings with City Council as requested
 - Working closely with the Human Resources Director and other administrative staff
 - Reporting to the City Administrator and Mayor, but providing responses to inquiries of other elected officials and staff as deemed appropriate.

B. General Scope of Work to be Performed:

The successful proposer will, in accordance with the highest professional standards:

- Provide, at the direction of the City Administrator and/or staff designees, employment-related legal advice, including on individual labor and employment actions.
- Advise on laws/regulations related to privacy, personal data collection/storage, electronic communications, and other record collection activities.
- Lead labor negotiations, arbitrations/mediations, labor and employment counseling, and employment litigation as requested
- Draft and/or review for legal correctness and acceptability legal documents, contracts, settlement agreements, severance agreements, releases, collective bargaining agreements, personnel policies, and other related documents, as requested.
- In addition to reviewing proposed changes to the employee handbook on an annual basis, provide

proactive advice on Human Resources policies and/or procedures as state or federal legislation arises.

- Advise on responses to subpoenas, court orders, and requests for information from third parties
- Defend lawsuits, administrative claims, or other legal claims.
- Conduct litigation as necessary.
- Provide training on labor employment issues as requested.
- Provide other related legal services as needed.

C. Proposal Requirements:

All proposals must address the following areas:

- A detailed statement of the firm's qualifications and experience in consulting with respect to the scope of work.
- A list of principal(s) to be assigned to the City together with a statement of their expertise as demonstrated by direct experience in HR/labor law. The expertise of each principal must be clearly presented and it is recommended that resumes be included.
- A statement on how the firm will provide services and address the scope of services/work contained herein.
- Written disclosure of any potential conflicts of interest.
- Completion/inclusion of the Supplemental Information form, Proposal Form, and Worker Eligibility Verification Affidavit, along with any additional relevant supplementary information or material. This must include a cost proposal, with a detailed listing of fees to be charged, including hourly rates by type of firm employee (such as paralegal, associate, partner, etc.), and/or any proposed retainer fees.

END OF SCOPE OF SERVICES

Supplemental Information (use additional sheets as necessary):

1. Name of primary contact, address, and phone number.

2. What day(s) and time(s) is the primary contact available?

3. Describe any name or ownership changes in the past five (5) years.

4. Submit a sample copy of your current contract/agreement with all terms and conditions (subject to review by the City’s legal review).

5. Provide at least five (5) references of current or past municipal clients for which labor law services were provided by your firm. Include the following information for each reference:

- Municipality name
- Address, state, zip
- Primary contact information
- Municipality population

6. Cost Proposal: A detailed listing of fees to be charged, including hourly rates by type of firm employee (such as paralegal, associate, partner, etc.), and/or any proposed retainer fees.

Evaluation Criteria:

The City reserves the right to select the Vendor who best meets the “overall” needs of the City of O’Fallon based primarily on the following criteria (not listed in any order of importance):

- Quality and extent of services available to be provided.
- The overall experience of the business with providing similar services.
- The qualifications of the firm’s primary employees to be assigned to the City’s account.
- Compliance with proposal specifications.
- Quality and comparability of references provided.
- Reasonableness of the cost proposal.

END OF SUPPLEMENTAL INFORMATION

CITY OF O’FALLON, MISSOURI

PROPOSAL FORM

Signature of proposer indicates that the proposer understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number and to all the conditions imposed herein, the undersigned offers and agrees to provide Legal Services for the City of O’Fallon in accordance with the scope of services and intent of the request for proposals contained herein.

Proposal Form shall be attached to respondent’s proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of: _____

COMPANY: _____

SIGNATURE: _____

ADDRESS: _____

NAME: _____

CITY: _____

TITLE: _____

STATE/ZIP: _____

PHONE NO.: _____

TAX ID NO.: _____

DATE: _____

EMAIL ADDRESS: _____

Acknowledge the receipt of addenda by initialing box below as appropriate.			
Addenda 1 _____	Addenda 2 _____	Addenda 3 _____	Addenda 4 _____

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O’Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

My commission expires:

Notary Public

[Attach documentation of enrollment/participation in a federal work authorization program]

CITY OF O'FALLON, MISSOURI

TERMS AND CONDITIONS

QUALIFICATIONS:

All firms shall be licensed, insured, and bonded and shall furnish satisfactory evidence to the City that they have previously performed/provided the types of services as specified below.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES:

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of O'Fallon and/or the State of Missouri.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

NON-DISCRIMINATING:

The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

E-VERIFY:

Firm shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

METHOD OF AWARD / SELECTION:

The proposals will be evaluated by a subcommittee of City staff and firms will be selected for an interview(s). The selected firm(s) will be invited to meet with the subcommittee to answer questions and describe services in greater detail.

Final Selection: The finalist identified by staff will be recommended for approval by the City Council.

A response summary of proposals will be available by contacting Christine Grabin, Purchasing Agent. The response summary will only include the names of the firms that submitted proposals that were delivered by the required RFP submittal date and time. Until award of the contract, the Responses shall be held in confidence and shall not be available for public review.

PRICING:

This request for proposal is a one-time agreement, exercised at the sole discretion of the City of O'Fallon, Missouri. The pricing stated by the respondent in the cost proposal section shall not be increased throughout the duration of the contract. Price decreases are allowed at any time.

AWARD REQUIREMENTS:

Once the City is prepared to award the contract to the selected firm, the firm will need to provide the following documents to the City.

- Signed contract agreement
- Current certificate of insurance

Once all these items are received and fully executed, then the City will issue the Notice to Proceed.

It is the desire of the City to award a single contract for the entire scope of services outlined in this request for proposals. All proposals are subject to staff analysis. The City of O'Fallon reserves the right to accept or reject any and all proposals received.

CONTACT WITH CITY OF O'FALLON PERSONNEL:

As specified above, all contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

RESPONSE MATERIAL OWNERSHIP:

All proposals become the property of the City of O'Fallon, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION:

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the City Clerk. Neither cost or pricing information nor a total proposal will be considered proprietary.

CONFIDENTIALITY:

The Vendor agrees that it will not permit the disclosure or duplication of any information received from the City or stored on City systems unless such disclosure or duplication is specifically authorized in writing by the City, or as required by law.

The City agrees that it will not disclose or duplicate any information designated in advance by the Vendor as "Confidential/Proprietary" information to any person (other than City personnel who must have access to such information) unless such duplication, use or disclosure is specifically authorized in writing by the Vendor or is required by law. The term "Confidential/Proprietary" does not include ideas, techniques, or concepts that are in the public domain.

EVALUATION RIGHTS:

The City reserves the right to: a) reject any or all proposals, or to make no award, b) require modifications to initial proposals, c) make partial or multiple awards, or d) further negotiate costs submitted in proposals. The City reserves the right to award the contract in any manner deemed in the best interest of its citizens.

REJECTION OF PROPOSALS:

The City of O'Fallon, Missouri reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS:

The City of O'Fallon, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS:

Proposals shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Office. Submission or distribution by the firm of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY:

The City of O'Fallon advises the public that it does not discriminate against any person on account of race, color, religion, creed, sex, age, ancestry, or national origin, and that such nondiscrimination is extended to procurement of materials and/or the provision of municipal services.

WAIVER:

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

INSURANCE:

The firm that is awarded a contract shall maintain during the life of the agreement and furnish to the City the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates listing the City of O'Fallon as an "Additional Insured" during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the certificate.

INDEMNITY:

The Vendor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them.

The Vendor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Vendor's defense of any such claims, actions, or suits.

PAYMENT TERMS AND CONDITIONS:

The City's payment terms are Net 30 days. The City is exempt from Missouri sales and use taxes and will not pay taxes for any product or service. A copy of the City's tax-exempt certificate shall be presented to the firm that is awarded a contract.

Inquiries concerning this Request for Proposals shall be directed to:

Christine Grabin
Purchasing Agent
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri
Phone: (636) 379-5527
cgrabin@ofallon.mo.us

END OF TERMS AND CONDITIONS