

<b>LEGAL SERVICES - CIRCUIT CLERK 2019 12-18-2018</b>	<b>THE SCHNAARE LAW FIRM P.C.</b>	<b>WEGMANN, EDEN, MIKALE, BISHOP &amp; KREITLER, P.C.</b>
	321 MAIN ST PO BOX 440 HILLSBORO MO 63050	455 MAPLE ST PO BOX 740 HILLSBORO MO 63050
FEE PROPOSAL		
TASKS		
HOURLY RATE OR FLAT MONTHLY RATE	MONTHLY RATE \$1,500	HOURLY \$200
TOTAL	\$18,000.00	\$200.00
<b>REQUIRED DOCUMENTS</b>		
NOTARIZED WORK AFFIDAVIT COMPLETED	Y	Y
E-VERIFICATION DOCUMENTATION (Y/N):	Y	Y
COPY OF INSURANCE PROVIDED	Y	Y
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	Y	Y
COOPERATIVE BID FORM (Y/N)	Y	Y
COOPERATIVE CONTACT INFO:	Y	Y
COMPANY INFORMATION AND SIGNATURE	Y	Y
BID DEPOSIT REQUIRED	N/A	N/A
COMMENTS:		

"Original"



JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

BID #: **18-0083**

**Request for Proposal:** LEGAL SERVICES – CIRCUIT CLERK 2019 **Date Issued:** 11-16-2018

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, DECEMBER 18, 2018, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**MIKE REUTER**  
Jefferson County, Missouri, Circuit Clerk  
636-797-6480  
[mike.reuter@courts.mo.gov](mailto:mike.reuter@courts.mo.gov)

**Contract  
Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

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

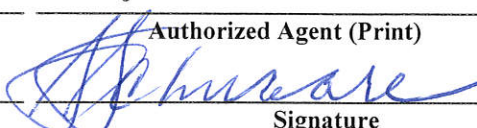
**SAMPLE ENVELOPE**

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

**Contract Term:**  
ONE YEAR CONTRACT  
WITH A ONE YEAR  
RENEWAL OPTION  
UPON APPROVAL OF THE  
COUNTY COUNCIL AND  
COUNTY EXECUTIVE

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.

**Vendor  
Information:**

The Schnaare Law Firm, P.C.	Stanley D. Schnaare
<b>Company Name</b>	<b>Authorized Agent (Print)</b>
321 Main St. PO Box 440	
<b>Address</b>	<b>Signature</b>
Hillsboro, MO 63050	President
<b>City/State/Zip Code</b>	<b>Title</b>
636-789-3355	December 17, 2018 43-1458345
<b>Telephone #</b>	<b>Date</b> <b>Tax ID #</b>
<a href="mailto:schnaarelaw@sbcglobal.net">schnaarelaw@sbcglobal.net</a>	636-789-3354
<b>E-mail</b>	<b>Fax #</b>

## 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. Legal services arising daily shall not include appeals to the Court of Appeals or Supreme Court.

## 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.



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

## 7. CONFLICT OF INTEREST

- 7.1 The Attorney and/or firm agrees that during its representation of the Circuit Clerk Office said attorney or firm, including any attorney with said firm, shall not undertake any action against the County or any of its departments, divisions, employees or agents in a representative capacity and shall not appear in opposition to any County action in any court or before any board, commission, or other tribunal. Any such representation or appearance will be deemed an automatic conflict, and be deemed a material breach of this agreement, and the agreement will be subject to immediate termination. See Exemptions.

## 8. COMPENSATION

- 8.1 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.

## 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):

1. Jefferson County shall waive conflict of interest relating to traffic violations and issues involving zoning issues and appeals from zoning hearings.
2. Jefferson County will clarify the professional liability requirements.
3. All billing will be flat rate per month for the amount of \$1,500.00 irrespective of the amount of time spent - Bidder will provide a time sheet at its usual rates but Jefferson County shall pay the monthly flat rate regardless of the time and rate shown on the billing. This agreement shall not exceed the budget amount of \$18,000.00. - These amounts do not include appeals before the Court of Appeals or the Supreme Court.
4. Bidder will be paid for all time in 2019 including January and February.
5. Periodically Bidder retains the assistance of research subcontractors to perform research and drafting of legal documents and pleadings. These subcontractors report to the Bidder.
6. All operations of this law firm are at 321 Main St., Hillsboro, MO.
7. Any costs of litigations such as filing costs, deposition expenses, transcript expense, or the like shall be born by the County and are not considered fees as per this bid.
8. See attachments at end of bid with supporting documentation.
9. All payments to occur within 30 days of invoice date.



**PRICING PAGE**  
**LEGAL SERVICES**  
**PROPOSAL DUE DATE: DECEMBER 18, 2018 2:00 PM**

Funding limitations may require Jefferson County Government to perform part of the work outlined in the SCOPE OF SERVICES. An estimated break-down of the cost for each of the components of the scope is requested.

**FEE PROPOSAL**

**TASKS**

Hourly Rate or Flat Monthly Rate  
Indicate ☐ Hourly ☒ Monthly

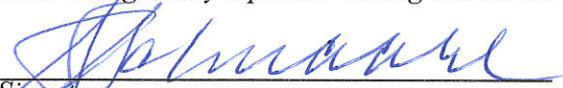
\$ 1,500.00

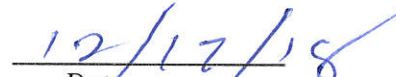
TOTAL

\$ 18,000.00

**AUTHORIZED SIGNATURE**

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

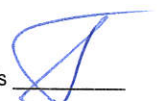
  
Signature

  
Date

Stanley D. Schnaare

Print Name and Title

President





**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 729 MAPLE ST / PO BOX 100  
 HILLSBORO MO 63050  
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 636-797-6480  
 mike.reuter@courts.mo.gov

**Contract  
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**VICKIE PRATT**  
 Department of Administrative Services  
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With Vendor And  
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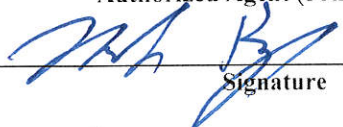
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**Vendor  
Information:**

Wegmann, Eden, Mikale, Bishop & Kreidler, PC	Mark T. Bishop
Company Name	Authorized Agent (Print)
455 Maple Street, PO Box 740	
Address	Signature
Hillsboro, MO 63050	Attorney/Secretary
City/State/Zip Code	Title
(636) 797-2665	43-1085217
Telephone #	Date      Tax ID #
mbishop@wegmannlaw.com	(636) 797-3505
E-mail	Fax #



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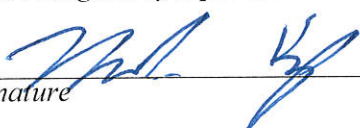
**FEE PROPOSAL**

**TASKS**

Hourly Rate or Flat Monthly Rate \$ 200.00  
Indicate ☒ Hourly ☐ Monthly  
  
TOTAL \$ 200.00

**AUTHORIZED SIGNATURE**

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

  
\_\_\_\_\_  
Signature

12/17/18  
\_\_\_\_\_  
Date

Mark T. Bishop, Attorney/Secretary  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_