

0133

INTRODUCED BY: COUNCIL MEMBER (s) B. Koski

1           AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND  
2           SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE  
3           RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR  
4           PROPOSALS FOR SPECIFIC LEGAL SERVICES – PENDING LITIGATION  
5           16JE-CC00004; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO  
6           EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO  
7           EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

8           **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to  
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids  
10 and proposals for the following items or services:

11 BID NAME

12 — Specific Legal Services – Pending Litigation 16JE-CC00004

13 NUMBER OF BIDS RECEIVED

14 4

15 DATE OF BID OPENING

16 1-23-2018

17       **WHEREAS**, after reviewing the bids and proposals set forth above, the County has  
18       determined that certain bids and proposals represent the lowest and best bid for the

FILED

FEB 06 2018

Page 1 of 5

RANDY B. HOLMAN  
COUNTY CLERK, JEFFERSON COUNTY, MO

1   respective items or services and met the bid or proposal specifications issued by the  
2   County; and

3           **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
4        of the County to award the bids and proposals to Sandberg Phoenix & von Gontard P.C.  
5        for a term beginning upon approval by the County Council and County Executive for **up**  
6        **to \$295.00 per hour, per agreement**, subject to budgetary limitations.

7                   **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
8                   **AS FOLLOWS:**

9           Section 1.     The County awards the following bids and proposals which are  
10   incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)  
11   bidding for each respective item or service as follows:

12 BID NAME

13 Specific Legal Services – Pending Litigation 16JE-CC00004

14 TERM

16 AMOUNT

17 Up to up to \$295.00 per hour, per agreement,

18 subject to budgetary limitations

20 Sandberg Phoenix & von Gontard B.C.

21                   Section 2.    The Jefferson County, Missouri, Council hereby authorizes the  
22                   County Executive to execute the agreement incorporated by Reference as Exhibit "A" and

1 any agreements or contracts necessary to effectuate the award of the bids and proposals set  
2 forth in this Ordinance. The County Executive is further authorized to take any and all  
3 actions necessary to carry out the intent of this Ordinance. An unexecuted copy of the  
4 Agreement is attached hereto as Exhibit "A" and incorporated herein, by reference.

5 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses  
6 thereto, and any contracts or agreements shall be maintained by the Department of the  
7 County Clerk consistent with the rules and procedures for the maintenance and retention  
8 of records as promulgated by the Secretary of State.

9 Section 4. This Ordinance shall be in full force and effect from and after its  
10 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity  
11 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Phil Hendrickson	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Daniel Darian	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, James Terry	<u>yes</u>

THE ABOVE BILL ON THIS 5 DAY OF February, 2018:

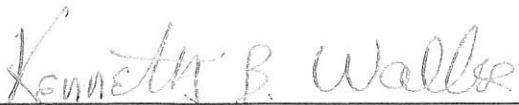
✓ PASSED        FAILED

Don Bickowski  
Don Bickowski, County Council Chair

Pat Schlette, County Council  
Pat Schlette, Council Administrative Assistant

THIS BILL WAS  APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2018.

THIS BILL WAS  VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS  DAY OF , 2018.

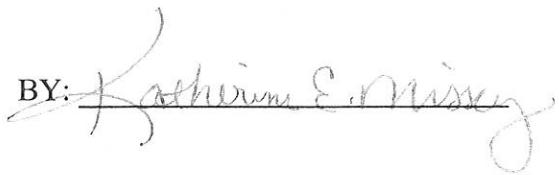


Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:



Randy B. Holman  
Randy B. Holman, County Clerk



BY: Katherine E. Mirey

Reading Date: 02-05-2018

**Philip J. Lading**  
Shareholder

600 Washington Ave., 15<sup>th</sup> Floor  
St. Louis, MO 63101  
Tel: 314.231.3332  
Fax: 314.241.7604  
plading@sandbergphoenix.com  
www.sandbergphoenix.com

January 23, 2018

David Courtway  
Jefferson County Department of Administrative Services  
729 Maple Street  
Hillsboro, MO 63050

Vickie Pratt  
Jefferson County Department of Administrative Services  
729 Maple Street  
Hillsboro, MO 63050

**Re: Jefferson County RFP for Specific Legal Services - Pending Litigation  
Bid No: 18-0009**

Greetings:

I am pleased to submit the enclosed proposal on behalf of Sandberg Phoenix & von Gontard P.C. in response to Jefferson County's request for specific legal services pertaining to Jefferson County Circuit Court Cause No. 16JE-CC00004.

In addition to the documents accompanying this letter, as set forth below, please accept the following in further response to the above-referenced proposal:

Proposal Requirements

**Item D.4:**

Services will be delivered in a timely manner, consistent with court orders and the Missouri Rules of Civil Procedure.

General Information

**Item 2.2:**

The undersigned certifies that all attorneys performing services in fulfillment of the RFP Bid No. 18-0009 are licensed by, and in good standing with the Missouri Supreme Court. Accompanying this letter are copies of Missouri Bar cards illustrating proof of good standing. Certificates of Admission issued by the Supreme Court of Missouri will be supplemented should Sandberg

David Courtway  
Vickie Pratt  
Jefferson County Department of Administrative Services  
January 23, 2018  
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Phoenix be chosen for legal services. The following attorneys who may be assigned to perform, to varying degrees, services in fulfillment of the requested services:

1. Philip Lading
2. David Weiss
3. John Gilbert
4. Tim O'Leary
5. Christi Flaherty

**Items 3.2 and 3.3:**

Philip Lading is a Shareholder and primarily practices in the firm's Business Litigation Practice Group. Phil has extensive experience in municipal law and litigation, governmental relations, business and commercial litigation, insurance defense litigation. He serves as an Assistant State's Attorney in Madison and Effingham County, Illinois in which capacity he handles civil litigation on a primary basis for those Counties on a wide range of matters. Phil also serves as City Attorney for Staunton and Highland Illinois and the Village Attorney for Hamel and Roxana, Illinois.

David Weiss has practiced law in Missouri since 1985. Weiss started his legal career in the City of St. Louis City Counselor's Office where he undertook representation of the City and, where appropriate, its officers in a variety of matters, including trial and appellate practice. In private practice, Weiss has represented multiple cities and county officers, as well as hundreds of business enterprises, nonprofit associations and individuals.

Practicing law since 1975, John Gilbert brings a wealth of experiences representing some of the largest companies in the United States to Sandberg Phoenix. John is a member of the Business Litigation Practice Group and, since the inception of his legal career 43 years ago, focused his practice on municipal law and litigation, labor and employment, commercial, and higher education law, as well as civil rights defense. Along with Mr. Lading, John also serves as an Assistant State's Attorney in Madison and Effingham County, Illinois in which capacity John advises on daily legal issues and litigation impacting the County and its elected officials.

Tim O'Leary is a Shareholder of Sandberg Phoenix. He practices in both State and Federal courts and has extensive jury trial and appellate experience. In addition to Tim's trial and appellate experience, he also achieves successful results for clients through alternative dispute resolution processes such as mediation. Last year, Tim represented the City of O'Fallon, Missouri in a personal injury matter and obtained a favorable settlement. He also represented the City of O'Fallon, Missouri in 11 employee disciplinary appeals which included several police officers and other employees. In addition, he represented the City of Bel-Nor, Missouri in two employee disciplinary appeals, both involving police officers.

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Counsel, Christi Flaherty offers firm clients 15 years of experience in a broad range of issues impacting governmental bodies, having litigated labor and employment matters in state and federal courts. Christi also has significant experience in representing employers in union negotiations – having served as lead negotiator – and in grievance proceedings. She has represented Missouri public schools (K-12 and higher education) since 2010 and Illinois public schools (K-12) since 2004. She is very familiar with Sunshine Law, Robert's rules of order, conduct of public body meetings and records. Christi is a 13-year resident of Jefferson County, Missouri.

**Item 5.1:**

From just nine core attorneys in 1979, Sandberg Phoenix's client-centric approach has generated tremendous growth. Serving clients primarily in the areas of Business, Business Litigation, Health Law and Products Liability, we have expanded to seven offices in Kansas, Missouri and Illinois to better meet the needs of clients in the Midwest, across nearly all 50 states and worldwide.

Shareholder, Phil Lading has been practicing law for almost 20 years. He has been with Sandberg Phoenix for over 10 years and has extensive experience in municipal law and governmental relations, and business and commercial litigation.

Phil Lading is this firm's designated authority to respond to questions regarding this Bid Proposal. His contact information is as follows:

Philip J. Lading  
Shareholder  
314.231.3332  
plading@sandbergphoenix.com

**Item 5.2:**

Please see response to Items 3.2 and 3.3 above. Resumes for the following individuals accompany this Bid Proposal.

1. Philip Lading
2. David Weiss
3. John Gilbert
4. Tim O'Leary
5. Christi Flaherty

David Courtway  
Vickie Pratt  
Jefferson County Department of Administrative Services  
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Item 5.3: The firm and its attorneys have represented numerous public entities over the last five years, including, but not limited to: The Illinois Supreme Court as Special Assistant Attorney Generals; Madison County, Illinois; Effingham County, Illinois; Staunton, Illinois; Roxana, Illinois; Hamel, Illinois; Highland, Illinois; Godfrey, Illinois; Waterloo, Illinois; O'Fallon, Missouri; and numerous school districts throughout Illinois and Missouri. In connection with the representation of these municipal entities the firm and its attorneys regularly appear in state and federal court throughout Illinois and Missouri. In connection with representation of these government bodies the attorneys at Sandberg Phoenix are adept at navigating the complex intersection of law and competing political interests to secure the most favorable outcome for its clients. Sandberg Phoenix attorneys have extensive experience in contested litigation involving County Government, having actively litigated cases for out County clients in the areas of employment compensation and discharge including of elected and appointed officials, civil rights violations, investment malfeasance, freedom of information act challenges, open meeting act lawsuits, excessive force claims, malicious prosecution defense, tax sale challenges, class action defense of imposed fees.

The following are public entity references for Sandberg Phoenix & von Gontard P.C.:

1. Thomas D. Gibbons  
State's Attorney  
Madison County  
157 North Main Street, Suite 402  
Edwardsville, IL 62025  
618.692.6280  
618.296-7001 (fax)  
[tdgibbons@co.madison.il.us](mailto:tdgibbons@co.madison.il.us)
2. Bryan Kibler  
State's Attorney  
Effingham County  
120 W. Jefferson Avenue, Suite 201  
Effingham, IL 62401  
217.347.7741  
217.342.6308 (fax)  
[bkibler@co.effingham.il.us](mailto:bkibler@co.effingham.il.us)
3. Larry Bloemker  
Mayor  
Village of Hamel  
111 S. Old US Route 66

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Jefferson County Department of Administrative Services  
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Hamel, IL 62046  
618.633.2484  
618.633.1846 (fax)  
[clerk@villageofhamel.com](mailto:clerk@villageofhamel.com)

4. Craig Neuhaus  
Mayor  
City of Staunton  
304 W. Main Street  
Staunton, IL 62088  
618.580.4791  
618.635.2233 (fax)  
[mayor@stauntonil.com](mailto:mayor@stauntonil.com)
  
5. Matthew Tarwater  
Superintendent of Schools,  
Lone Jack School District  
201 W. Lone Jack-Lee's Summit Road  
Lone Jack, MO 64070  
816.697.3539  
816.566.3128  
[mtarwater@lonejackc6.net](mailto:mtarwater@lonejackc6.net)

**Item 5.4:**

The municipal attorneys at Sandberg Phoenix have significant experience in all aspects of government representation and have successfully litigated through state and federal courts as well as on appeal a wide range of complex matters for its governmental clients.

As a way to better serve Jefferson County, Sandberg Phoenix has redeveloped and implemented an entirely new and efficient network infrastructure to better serve our clients. As evidenced by this proposal, Sandberg Phoenix employs a teamwork approach when representing municipal clients. For example, we routinely delegate legal work to the most economical hourly rate lawyer who can accomplish the task in an efficient and satisfactory manner, always providing the necessary supervision from more experienced attorneys and ensuring the quality of their work.

**Item 5.5:**

The firm will charge for services based upon the amount of time expended with respect to the matter, in the case of its attorneys' its hourly rate of ranges from \$180.00 to \$280.00 and \$100.00 per hour for paralegals.

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Jefferson County Department of Administrative Services  
January 23, 2018  
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At Sandberg Phoenix, our goal is client satisfaction. Therefore, we guarantee that you will receive timely, responsive and cost-effective legal services. We promise to be prompt, professional and passionate in our representation. Although we cannot guarantee results, we can guarantee your satisfaction with how we provide these services. Simply inform us promptly of any service-related issue and we will resolve it to your reasonable satisfaction.

Additional Terms

This firm's duties will by necessity vary, but may include office and telephone consultation, research of case, statutory and other law, drafting of documents and correspondence, negotiations with opposing counsel and other parties, and meetings and telephone conversations with client and all other related persons, interviewing and taking the statements of witnesses, taking of depositions, retaining the services of and discussions with experts where necessary or appropriate and planning and preparation of exhibits and court appearances.

During the course of this matter, it may be desirable for attorney and client to communicate with each other and with others regarding the matter via email or other electronic mediums. Client acknowledges that communicating via such mediums has inherent weaknesses, including interception. Attorney advises client to conduct client's own investigation into the suitability of using such mediums. Unless subsequently advised in writing, client hereby consents to attorney communicating and sending attachments to client and others interested in or providing services with respect to the matter via electronic mediums.

During the course of this matter, attorney is hereby authorized to discuss matters pertaining to the representation of client and the matter with David Courtway, Jefferson County Department of Administrative Services (or such other one or more individuals designated by client in writing to attorneys) (the "Client Agent"), and is hereby authorized to consider the opinions and suggestions of the Client Agent. Furthermore, Attorney is authorized to communicate with the Client Agent via regular mail, email or facsimile communication. Attorney is furthermore authorized to communicate with the client agent by phone and in person conversations. Notwithstanding the foregoing, neither client nor attorney hereby waives either of their respective rights regarding the conduct of the matter.

Following conclusion of this matter, or sixty (60) days after attorney gives notice to client, client agrees to retrieve all files pertaining to the representation of matters undertaken by attorney on behalf of client. If such files are not retrieved, client expressly authorizes attorney to dispose of such files in any way deemed reasonable by attorney.

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Vickie Pratt  
Jefferson County Department of Administrative Services  
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Attachments

Accompanying this proposal in response to Bid No. 18-0009 are the following attachments:

1. Addendum # 1 and Request for Proposal – Bid No. 18-0009 (16 pages), including:
  - a. Pricing Page (Page 12)
  - b. Affidavit (No collusion or financial interest of County personnel) (Page 13)
  - c. Affidavit of Work Authorization (Page 14)
  - d. Affidavit of Work Authorization, Current Business Entity Status (Page 15)
  - e. Acceptance Page (Page 16)
2. Affidavit of No Real Property or Personal Property
3. Certificate of Liability Insurance
4. Proof of E-verify Participation
5. Proof of Good Standing for Philip Lading, David Weiss, John Gilbert, Tim O'Leary and Christy Flaherty
6. Resumes of Philip Lading, David Weiss, John Gilbert, Tim O'Leary and Christy Flaherty

If you should have any questions regarding this matter, please feel free to contact me at your convenience.

Very truly yours,

Sandberg Phoenix & von Gontard P.C.

By:   
Philip J. Lading  
Shareholder

David Courtway  
Vickie Pratt  
Jefferson County Department of Administrative Services  
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The undersigned, on behalf of Jefferson County, Missouri, has read the foregoing and agrees to the terms and conditions set forth therein.

JEFFERSON COUNTY, MISSOURI

Dated: January 23, 2018

*February 5, 2018*

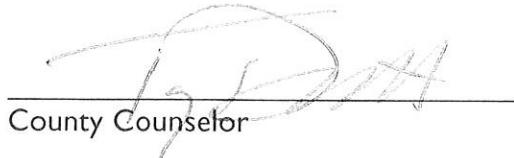
By: Kenneth Waller

Name: KENNETH WALLER  
(Printed)

Its: COUNTY EXECUTIVE  
(Title)

Email: KWALLER@JEFFCO.MO.ORG

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
County Counselor

PJL:cc

Enclosures



JEFFERSON COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[www.jeffcomo.org](http://www.jeffcomo.org)

BID #: 18-0009

Request for Proposal: Specific Legal Services- Pending Litigation Date Issued: 12-28-2017  
16JE-CC00004

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY January 23, 2018, AT 2:00 P.M. LOCAL TIME.

Specification  
Contact:

DAVID COURTWAY  
Department of Administrative Services  
636-797-6487  
[dcourtway@jeffcomo.org](mailto:dcourtway@jeffcomo.org)

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:  
upon approval by  
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. This Proposal will not automatically renew and must be reviewed and renewed, if at all, as Ordained by the County Council. Prices are firm during this agreement term, unless agreed upon in writing by the County. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor  
Information:

Sandberg Phoenix & von Gontard P.C.

Company Name

Philip J. Lading

Authorized Agent (Print)

600 Washington Ave., 15th Floor

Address

Signature

St. Louis, MO 63101

Shareholder

City/State/Zip Code

Title

314.231.3332

1/23/18

43-1186987

Telephone #

Date

Tax ID #

[plading@sandbergphoenix.com](mailto:plading@sandbergphoenix.com)

314.241.7604

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)  
OR  
Obtain receipts at <http://jeffersonmo.devnetwedge.com>
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.
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)

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**\*BIDS WILL BE REJECTED 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. DEFINITIONS:**

1. The term "County" means Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, 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.

**B. 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.

**C. BASIS OF PROPOSAL AWARD:**

Award may be made 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.

**D. 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 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.

**E. 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.

**F. 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.

**G. PROPOSAL DEPOSITS/BONDS:**

This Request for Proposal does not require any deposits or bonds.

**H. MATERIAL AVAILABILITY:**

As this is a Request for Proposal of legal services, materials do not apply. Vendors may be required to submit written legal briefs to assess their legal writing abilities, however this is subject to the request of the County Counselor and/or Director of Administration.

**I. 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.

**J. INCORPORATION OF DOCUMENTS:**

The terms of the proposal invitation, proposal specifications, and 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.

**K. 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](http://www.jeffcomo.org)).

**L. 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 its 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 worker'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 REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE 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. ( X )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. ( X )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. ( X )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 statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

**M. 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.

**N. 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](http://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 taxes, 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 by hourly rates or a flat fee. Any retainer amount must be specified.

**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. PAYMENT:**

County will pay Supplier for services upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**H. CHANGE ORDER:**

County may make changes within the general scope of this contract.

**I. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560, RSMo., Supplier/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

**J. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) for any services without County's prior written approval.

**K. 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.

**L. 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 Supplier 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 Supplier 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 taxes, 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 supplier fails to deliver the services required by the contract within the time specified; or
  - b. If supplier 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. 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 Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier 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.

**M. 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 Supplier, at the address stated on the proposal form.

**N. 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 services furnished.

**O. COMPLIANCE WITH APPLICABLE LAWS:**

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

**P. 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.

**Q. SELLER'S INVOICES:**

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

**R. 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.

**S. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate:  Individual:  Partnership:  Corporation.

Incorporated in the State of Partnership - Missouri.

**T. 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](http://WWW.JEFFCOMO.ORG) LOCATED UNDER THE SERVICES TAB, INVITATION FOR BID / REQUEST FOR PROPOSAL LINK.

SPECIFICATION  
CONTACT

DAVID COURTWAY – DIRECTOR OF ADMINISTRATIVE SERVICES  
636 797 6487

VICKIE PRATT – CONTRACTS AND GRANTS MANAGER  
636 797-6083

TONY DORSETT-COUNTY COUNSELOR  
636-797-5095

Jefferson County is seeking proposals for Specific Legal Services- Pending Litigation 16JE-CC00004. The County reserves the right to terminate the contract for any violation, by the successful vendor, of any term or condition of the contract pursuant to the terms set forth in paragraph L.

## PROPOSAL SPECIFICATIONS AND SCOPE

- An authorized representative of the individual firm submitting the proposal must sign the proposal in blue ink.
- 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.
- 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 twelve (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.
- 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.
- The successful vendor 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.
- 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.

### 1. STATEMENT OF PURPOSE

- 1.1. The County of Jefferson, Missouri (the "County") is seeking the services of an experienced, professional, qualified law firm or an individual attorney capable of providing specific legal services for Jefferson County, being cause no. 16JE-CC00004.
- 1.2. The professional services will include, but not be limited to: Representing the best interests of the County of Jefferson as determined by the County in regards to specific litigation in cause no. 16JE-CC00004.

### 2. GENERAL INFORMATION

- 2.1. This Request for Proposal (RFP) has been issued for the sole purpose of establishing a one (1) year contract with a vendor capable of providing specific legal services.
- 2.2. 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 of any subsequent renewals. Furthermore, the Request for Proposal

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.

2.3 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. County understands and agrees that the successful vendor shall not be subject to supervision by County in the performance of such services. County shall not set work schedules, nor shall they be eligible for coverage under any County benefit plan as a result of this agreement.

The professional services will include, but not be limited to:

2.4. Represent the County in all matters relating to cause no. 16JE-CC00004.

### 3. PROPOSER'S QUALIFICATIONS

- 3.1. All proposers must be primarily engaged in the practice of law.
- 3.2. 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.
- 3.3. The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The County 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.

### 4. SUBMISSION OF PROPOSALS

- 4.1. 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.
- 4.2. 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.

### 5. ADDITIONAL SUBMITTAL REQUIREMENTS

- 5.1. A description of the proposer's business history and number of years in operation. Include the name, telephone number and email address of the contact person(s) with the authority to respond to questions.
- 5.2. 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 vendor, including all staff assigned to the County. Show the lines of communication, authority and assigned responsibility.
- 5.3. Information, which documents successful results on past similar assignments, 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 litigation services for the County, including contact names, titles, telephone numbers, email, fax and mailing addresses.
- 5.4. 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.
- 5.5. Cost Proposal.

## 6. EVALUATION OF PROPOSALS AND REQUIRED SUBMITTALS

- 6.1. The County will 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: The Jefferson County; Director of Administration, 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 County Council for approval.
- 6.4. Proposals will be evaluated based on criteria outlined in the RFP, any needed interviews, and reference checks. A recommendation will be made for the Vendor whose qualifications and proposal is the lowest and best proposal or whose proposal would be most advantageous to the County, all factors considered.
- 6.5. 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	20
Firm's capacity to effectively meet scope	10
Responsiveness to RFP	10
Cost Proposal	20
<b>Total Possible Points</b>	<b>100</b>

## 7. COMPENSATION

- 7.1. The vendor shall provide a not-to-exceed annual fee for the Professional Services described herein.
- 7.2. Any increases for subsequent renewal periods must be reflected in the cost proposal. This pricing is to be included on the Pricing Page.
- 7.3. The vendor must receive approval from County prior to performing any services outside of the Scope of Services in order to receive payment for their services.

## ESTIMATED SCHEDULE

The estimated schedule is as follows:

County releases RFP	December 28, 2017
Responses due	January 23, 2018
Consultant Interviews if needed (begin)	TBD
Contract awarded	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):

## PRICING PAGE

Specific Legal Services- Pending Litigation 16JE-CC00004

PROPOSAL DUE DATE: TUESDAY January 23, 2018 2:00 PM

The Proposer must provide pricing information as specified below to provide Specific Legal Services-Pending Litigation 16JE-CC00004 services in accordance with the terms and conditions of this Request for Proposal.

Funding limitations may require Jefferson County Government to perform part of the work outlined in the SCOPE OF SERVICES.

## FEES PROPOSAL

Specific Legal Services- Pending Litigation 16JE-CC00004: Year 1

Cost for Attorney Legal Services \$ 180/280 per hour

Cost for Paralegal Services \$ 100 per hour

#### Optional Renewal (Upon Review):

Year 2

Cost for Attorney Legal Services \$ 190/295 per hour

Cost for Paralegal Services \$ 105 per hour

**AUTHORIZED SIGNATURE**

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

*Must be signed*  
*Signature*

January 23, 2018

Date

Philip J. Lading

January 23, 2018

*Print Name and Title*

Date

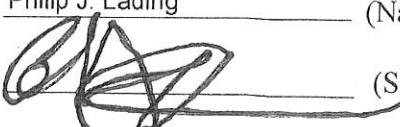
## AFFIDAVIT

STATE OF Missouri )  
COUNTY OF Saint Louis City ) SS.

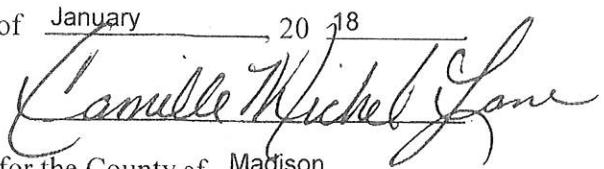
Sandberg Phoenix & von Gontard P.C. of the city of St. Louis,  
County of Saint Louis City, State of Missouri,

Being duly sworn on her or his oath, deposes and says:

1. That I am the Shareholder Philip J. Lading (Title of Affiant) of Sandberg Phoenix & von Gontard P.C. (Name of Respondent) and have been authorized by said Respondent to make this affidavit on the Respondent's behalf;
2. No employee of the County is financially interested in what the Respondent is offering to sell to the County pursuant to this invitation, nor is the Respondent a County employee or board member whose proposal creates a conflict of interest.
3. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this invitation; and
4. The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by the County of Jefferson, State of Missouri or Federal Government.

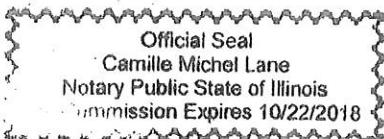
Philip J. Lading (Name of Respondent)  
By:   
Shareholder (Signature of Affiant)  
(Title of Affiant)

Subscribed and sworn to before me this 23 day of January, 20 18

  
NOTARY PUBLIC in and for the County of Madison

State of Illinois

(SEAL)  
My commission expires: 10/22/18

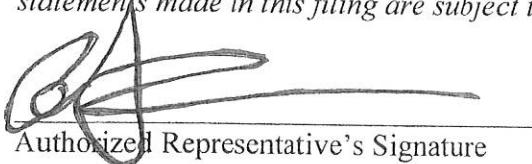


## AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Philip J. Lading (Name of Business Entity Authorized Representative) as Shareholder (Position/Title) first being duly sworn on my oath, affirm Sandberg Phoenix & von Gontard P.C. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to legal (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Sandberg Phoenix & von Gontard P.C. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to legal (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*



Authorized Representative's Signature

Philip J. Lading  
Printed Name

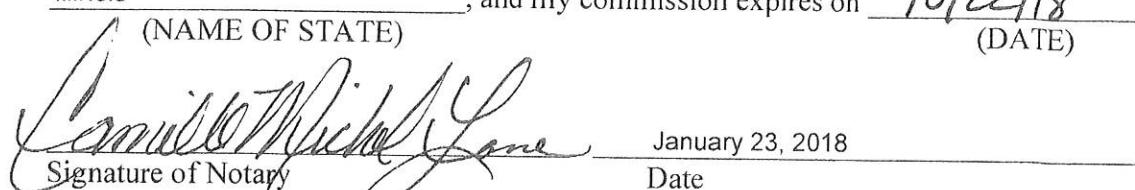
Shareholder  
Title

January 23, 2018  
Date

Subscribed and sworn to before me this 23 of January, 2018. I am  
(DAY) (MONTH, YEAR)

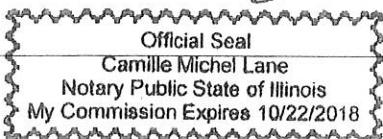
commissioned as a notary public within the County of Madison, State of  
(NAME OF COUNTY)

Illinois, and my commission expires on 10/22/18.  
(NAME OF STATE) (DATE)



Signature of Notary

January 23, 2018  
Date

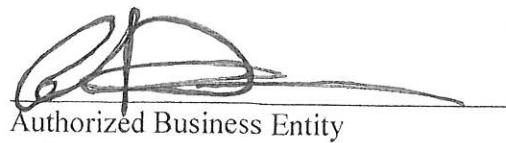


**AFFIDAVIT OF WORK AUTHORIZATION**  
(Continued)

**CURRENT BUSINESS ENTITY STATUS**

I certify that Sandberg Phoenix & von Gontard P.C. (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.

Philip J. Lading  
Authorized Business Entity  
Representative's Name  
(Please Print)



Authorized Business Entity  
Representative's Signature

Sandberg Phoenix & von Gontard P.C.  
Business Entity Name

January 23, 2018  
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](mailto: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 23 5<sup>th</sup> day of January 2018:

*February*

Sandberg Phoenix & von Gontard P.C.  
Company Name



Signature

Philip J. Lading

Print

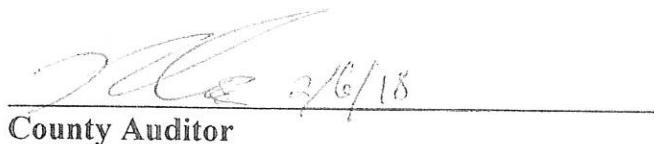
County of Jefferson, State of Missouri

*Kenneth B. Waller*  
Kenneth B. Waller County Executive

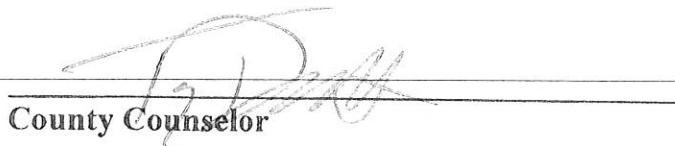
Company Address: \_\_\_\_\_  
600 Washington Ave., 15th Floor  
St. Louis, MO 63101

Phone: 314.231.3332

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

## AFFIDAVIT

STATE OF Missouri)

) SS.

COUNTY OF Saint Louis City)

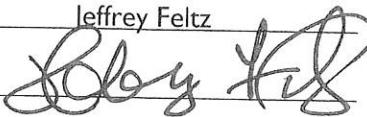
Sandberg Phoenix & von Gontard P.C. (Jeffrey Feltz) of the city of, St. Louis,

County of Saint Louis City, State of Missouri,

Being duly sworn on her or his oath, deposes and says:

1. That I am the Director of Finance & Facilities (Title of Affiant) of  
Sandberg Phoenix & von Gontard P.C. (Name of Respondent) and  
have been authorized by said Respondent to make this affidavit on the Respondent's behalf;
2. On behalf of Sandberg Phoenix & von Gontard P.C., I hereby affirm that the firm does not own  
any real estate or personal property in Jefferson County, Missouri.

Jeffrey Feltz (Name of Respondent)

By:  (Signature of Affiant)

Director of Finance & Facilities (Title of Affiant)

Subscribed and sworn to before me this 23 day of January, 2018.

NOTARY PUBLIC in and for the County of Saint Louis City

State of Missouri

Christina L. Crowley

(SEAL)

My commission expires:

1-26-19

