



REQUEST FOR QUALIFICATIONS FOR COMPREHENSIVE LEGAL SERVICES

SUBMITTAL DUE DATE: October 19, 2022
4:00pm Prevailing Central Time

SUBMITTAL LOCATION: www.greatriversgreenway.org/jobs
Register online to receive upload link and other instructions. Submit qualifications in .PDF format only.

PURPOSE

Great Rivers Greenway (“GRG”) requests submissions from qualified law firms to provide comprehensive legal services on an as-needed beginning in 2023 with four successive options for GRG, at its sole discretion, to renew services for the years 2024 through and including 2027. GRG does not have in-house counsel, so it is essential that the firm engaged for this work have substantial resources in a variety of practice areas (to be described more fully herein).

ANTICIPATED PROCUREMENT SCHEDULE

- September 20, 2022: GRG Issues Request for Qualifications
- October 2, 2022: RFQ Questions due to GRG by 4:00pm Central
- October 19, 2022: Qualification Submittals Due to GRG’s Web Site
4:00pm Central
- Week of October 24 or 31, 2022 Interviews with selected firms (if needed)
- December 2022: GRG Board authorizes Contract

BACKGROUND

Great Rivers Greenway is a regional public agency serving the City of St. Louis, St. Louis County and St. Charles County. Formed under RsMO 67.100 as the Metropolitan Parks and Recreation District of St. Louis, d/b/a as Great Rivers Greenway. Primary sources of revenue include two sales taxes (Prop C and Prop P), rental income from owned properties, federal grants and private donations through Great Rivers Greenway Foundation.

GRG connects the St. Louis region with greenways, making it a vibrant place to live, work, and play. Through this effort, GRG works to provide active transportation alternatives, seek infrastructure reuse, preserve nature, improve health and increase equitable economic vitality of the St. Louis Region. More information can be found at <http://greatriversgreenway.org>.

The Brickline Greenway is one of 16 greenways and is a public private partnership focused on reknitting the core of St. Louis neighborhoods and institutions together. The Brickline Greenway is focused on providing equitable economic opportunities and is



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an action strategy of Greater St. Louis Inc's STL 2030 Jobs Plan. It is a \$245 million project that will require federal funding to match \$170 million in local match. More information can be found at <https://greatriversgreenway.org/brickline/>

Great Rivers Greenway is operated by a 33-member staff and governed by a 12-member Board of Directors. Staff members work within five groups referred to as Build, Promote, Sustain, Administration/Finance, and the Great Rivers Greenway Foundation. The Great Rivers Greenway Foundation is a separate 501c3 organization supporting private funding of greenway projects and is housed within the GRG offices.

Great Rivers Greenway is committed to Diversity, Equity and Inclusion. Our DEI Plan can be found here at <http://bit.ly/GRGDEI>,

QUALIFICATIONS

The selected proposer may be an individual, firm or team that best demonstrates the ability to provide comprehensive legal services, with cost being a consideration. The proposer must be licensed to perform the work contemplated and must be in good standing with the Missouri Bar Association and the State of Missouri. The firm or individual must comply with all applicable legal provisions as set forth in the Missouri Revised Statutes, to include all federal, state and local regulations.

Qualified firms or individuals must demonstrate capacity, experience and success with assignments of this type. All proposals will be evaluated on the criteria listed under "Selection Process" section below.

SCOPE OF SERVICES

The legal services requested may include, but are not necessarily limited to:

1. Advice, direction and representation regarding the ongoing operation of the District. The District currently holds monthly meetings of the Board of Directors. Selected proposer will assist in preparation for and attend the monthly meetings as well as committee meetings as needed.
2. Investigation, legal research and writing, preparation of pleadings, legal memoranda and court appearances as needed.
3. Legal advice and representation in District litigation as needed.
4. In addition to the above, legal advice and direction in the following areas, as needed:
 - a. Board Policies and Procedures
 - b. Review and interpretation of applicable legislation
 - c. Sunshine Law requests
 - d. Procurement
 - e. Professional Services and Construction contracts
 - f. Intergovernmental agreements
 - g. Real Estate transactions
 - h. Construction litigation
 - i. Sales Tax law
 - j. Employment law
 - k. District and Board Liability
 - l. ADA
 - m. Public financing
 - n. Insurance matters

INSTRUCTIONS FOR PREPARING PROPOSALS



Please upload your submission as a single .PDF file to the GRG web site (link will be provided to you). Submission file should include:

Submission must include the following:

- A. **Signed Letter of interest** that clearly summarizes:
 - Qualifications of the firm
 - Primary contact
 - Understanding of the assignment
- B. **Overview of firm** and individuals assigned to this effort, including brief resumes. Specify the primary contacts for the District's work.
- C. **Experience:** Description of proposer's experience with local governments and similar agencies, including summaries of the breadth of legal services provided.
- D. **References:** Provide description of three relevant references (including reference's contact information) for similar clients.
- E. **Capacity/Approach:** Include a statement of the proposer's availability beginning in 2023 to provide the services and proposed approach to manage the District's needs in a timely and efficient manner. This should address onboarding, communication and billing.
- F. **Conflicts:** Explanation of possible conflicts of interest that may arise and proposed resolution of the conflict(s). Please address whether the firm or any individuals in the firm has interests or relationships which may conflict with or compromise the service expected by the District.
- G. **Ownership:** Description of the firm's ownership structure, including percentage ownership by women and minorities and DBE/WBE/MBE certification.
- H. **DEI Commitment:** Approach and commitment to firm's Diversity, Equity and Inclusion efforts.
- I. **Contract Terms:** Statement of acceptance of, or requested exceptions to, contract terms described below under CONTRACT TERMS.
- J. **Fees and Expenses:** Detailed statement of proposed fees and expenses for the initial year (2023) and proposed for the following four years. Note that the District prefers hourly fees be locked in for at least two years.

It is the sole responsibility of the proposer to ensure the PDF statement of qualifications is received in proper time. No printed, faxed or verbal submittals will be accepted.

SELECTION PROCESS

Proposals will be evaluated on the following criteria:

- Demonstrated experience in providing relevant legal services to similar clients
- Proposed approach/scope of services
- Capacity and expertise of staff assigned to project
- Added value to the project based on unique staff experience, previous work, additional skills, approach or other factors
- Compensation
- M/WBE status
- Commitment/Approach to Diversity, Equity and Inclusion



Upon submission of qualifications, GRG (and an evaluation committee) may select one consultant from the submittals to begin contract negotiations or may elect to conduct interviews with several firms and then select a firm.

Upon selection of firm, GRG will negotiate a scope of services and other terms and conditions of an agreement with the selected firm. If such negotiations are not successful, GRG reserves the right to begin negotiations with other respondents. Respondents whose proposals are not accepted will be notified as soon as practical.

QUESTIONS RELATED TO THIS RFQ:

Questions related to this request should be directed to the GRG website (link will be provided) no later than 4:00pm prevailing Central Time on October 2, 2022.

GENERAL PROVISIONS

Any contract awarded as a result of this RFQ will be awarded without discrimination on race, color, religion, age, sex, sexual orientation or national origin.

While not a requirement, Minority and Women Business Enterprise goals of 25/5% have been established by GRG, i.e. 25% of the total contract amount to be awarded to Minority Business Enterprises (MBE) and 5% of the total contract amount to be awarded to Women Business Enterprise (WBE).

Preference may be given to businesses located within St. Louis City, St. Louis County or St. Charles County (GRG), and secondarily within the state of Missouri.

GRG reserves the right, at its sole discretion, to 1) reject any or all submittals and/or consultant team participants when, in the District's opinion, it is determined to be in the public interest to do so, 2) waive minor informalities of a submittal, 3) cancel, revise, or extend this solicitation, 4) request additional information which may be deemed necessary.

This Request for Qualifications does not obligate GRG to pay any costs incurred by any respondent with their submission.

CONTRACT TERMS

CONSULTANT shall execute and deliver to the District an affidavit confirming the CONSULTANT's enrollment in the E-Verify federal work authorization program pursuant to Sections 285.525 and 285.530 RSMo and a copy of the CONSULTANT's E-Verify MOU. CONSULTANT shall not be required to execute the affidavit and supply an E-Verify MOU copy if either (i) the compensation to be paid under the contract is \$5,000 or less, or (ii) the CONSULTANT does not have any employees (though an affidavit attesting that the CONSULTANT has no employees will still be required).

The company (CONSULTANT) shall execute and deliver to the District an affidavit certifying that the company (CONSULTANT) and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of the contract. This paragraph shall not apply if the compensation to be awarded under the contract is less than \$100,000 or if the company (CONSULTANT) has less than 10 employees (an affidavit attesting that the company (CONSULTANT) has less than 10 employees will still be required). In



this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

Indemnity/ Hold Harmless. CONSULTANT shall indemnify, defend and hold harmless DISTRICT, its elected and appointed officials, officers, representatives, agents, and all employees from and against any and all claims, damages, demands, actions, losses, and expenses, including attorneys’ fees, arising out of or resulting from the performance of the SCOPE OF WORK (hereinafter, “Claims”) including, but not limited to (a) Claims due to bodily injury, including death, and property damage (b) and other economic damage, which are caused or occasioned, in whole or in part, by any negligent or intentional act or omission, breach of contract, or violation of law, of the Contractor, or of any Subcontractor or Sub-subcontractor, their employees or agents or any of them.

CONSULTANT shall defend DISTRICT, its elected and appointed officials, officers, representatives, agents and all employees, from and against any and all Claims (excluding only Claims arising out of CONSULTANT’S professional negligence, errors and omissions) arising in whole or in part out of, in connection with, resulting from, or incidental to CONSULTANT’S operation under this AGREEMENT.

In addition to the foregoing, CONSULTANT shall require that any representative, agent, consultant, or subcontractor with which it enters into any agreements or contracts to perform any work related to this AGREEMENT agree to hold harmless CONSULTANT and DISTRICT for all claims, damages, losses and expenses, including attorneys’ fees, arising out of or resulting from the performance of the SCOPE OF WORK.

Insurance. The CONSULTANT shall maintain throughout the term of this AGREEMENT insurance coverage for the risks specified below and shall maintain policy limits at a minimum in the amounts specified below. All commercial general liability and automobile liability insurance shall be written on an occurrence basis. With the exception of professional liability insurance and workers’ compensation/employer’s liability insurance, the DISTRICT shall be named as an additional insured on all insurance policies, the CONSULTANT’s insurance will be primary to any insurance the DISTRICT may have and the DISTRICT’s insurance shall be non-contributory.

Professional Liability: The CONSULTANT shall maintain Professional Liability Errors and Omissions insurance coverage for five (5) years beyond the termination date of this AGREEMENT for the Professional Services performed pursuant to this AGREEMENT in a policy limit not less than \$2,000,000.00 for each claim and aggregate, and shall provide the DISTRICT with a copy of the insurance endorsements and a certificate of insurance as well as a copy of the policy, when requested. The CONSULTANT’s duty and obligation to maintain Professional Liability insurance and provide the insurance policy to the DISTRICT shall survive termination of this AGREEMENT.

Commercial General Liability: CONSULTANT shall maintain Commercial General Liability insurance in the following amounts:

Each Occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
General Aggregate	\$2,000,000

An umbrella or excess liability policy may be used to attain the shown Commercial General Liability limits. Policy shall not contain any endorsements that remove or restrict the following coverages:

- Contractual Liability
- Explosion, Collapse & Underground
- Independent Contractors



Automobile Liability Insurance: CONSULTANT shall maintain Automobile Liability Insurance protecting against claims for bodily injury or property damage arising out of the ownership or use of any owned, hired or non-owned vehicle and including protection for either all owned, hired, or non-owned motor vehicles of any type, in the following limits: \$2,000,000 Each Accident, Combined Single Limits, Bodily Injury and Property Damage. An umbrella or excess liability policy may be used to attain the shown Automobile Liability limits. Such policy shall insure the contractual liability assumed by the CONSULTANT pursuant to this AGREEMENT.

Workers' Compensation and Employers' Liability: CONSULTANT shall maintain Worker's Compensation Insurance protecting the CONSULTANT against all claims under applicable state Workers' Compensation laws in the following limit: Statutory Limit.

CONSULTANT'S Worker's Compensation insurance policy shall also protect CONSULTANT against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law under an Employers Liability policy with the following limits:

Bodily Injury by Accident	\$Statutory Limit each accident
Bodily Injury by Disease	\$ Statutory Limit policy limit
Bodily Injury by Disease	\$ Statutory Limit each employee

An umbrella or excess liability policy may be used to attain the shown Workers' Compensation and Employers' Liability limits.

Industry Ratings: The DISTRICT will only accept coverage from an insurance carrier that offers proof that the carrier:

- is licensed to do business in the State of Missouri; and
- carries a Best's Policyholder rating of A-VII, or better or is otherwise approved by the DISTRICT.

Additional Insured: DISTRICT shall be named as an additional insured on CONSULTANT'S comprehensive general liability insurance and automobile liability insurance policies. Such insurance shall not be cancelled without prior notification to the DISTRICT.

Certification of insurance coverage in the sections above shall be on the ISO Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate ACORD form provided by the CONSULTANT'S insurance carrier or its authorized representative. Copies of additional insured endorsements shall accompany the insurance certificates.

Subconsultant's Insurance: If a part of this AGREEMENT is to be subcontracted, then the CONSULTANT shall either:

- cover all subconsultants under its insurance policies; or
- require each subconsultant not so covered to secure insurance which will protect against applicable hazards or risks of loss and in the minimum amounts designated herein.

Waiver of Subrogation: All policies described above shall contain a Waiver of Subrogation in favor of the DISTRICT for those policies lawfully allowable in Missouri. The CONSULTANT or its insurance company shall provide to the DISTRICT at least thirty (30) days advanced written notice prior to any renewal or expiration date of any insurance policy.

Attorney Fees and Costs. In the event that the DISTRICT shall institute litigation or be named as a party to any litigation to enforce or interpret the provisions of this AGREEMENT, and the DISTRICT shall be successful in whole or part in the prosecution or defense of such litigation, the CONSULTANT shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the DISTRICT in connection with such litigation.

