



RFQ NOTICE

Kirkwood School District Request for Qualifications Comprehensive Legal Services

Issue Date: September 22, 2026

RETURN RESPONSE NO LATER THAN:
Wednesday, October 7, 2026 @ 12:00 PM, CDT

RETURN RESPONSE AND ADDENDA TO:
Kirkwood School District
ATTN: Mr. Scott Cook
Assistant Superintendent of Finance and Operations
1099 Milwaukee Street, Suite 260
Kirkwood, MO 63122

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**School District Request for
Qualifications Comprehensive
Legal Services**

CERTIFICATION FORM

The Kirkwood School District will accept separate sealed proposals for the services of Comprehensive Legal Services provider as described in the attached request. Qualified organizations (Respondents) are required to submit four (4) physical copies, and one (1) digital copy of a proposal as described herein.

PROPOSALS SHALL BE LABELED AND ADDRESSED AS FOLLOWS:

SEALED PROPOSAL-COMPREHENSIVE LEGAL SERVICES

Kirkwood School District
ATTN: Mr. Scott Cook
Assistant Superintendent of Finance and Operations
1099 Milwaukee Street, Suite 260
Kirkwood, MO 63122

**PROPOSALS MUST BE RECEIVED BY:
Wednesday, October 7, 2026 @ 12:00 PM, CDT**

The Respondent hereby declares understanding, agreement and certification of compliance to provide the items and/or services, in accordance with all terms and conditions, requirements and specifications of the original Request for Qualifications (RFQ) and as modified by any addenda thereto. **Respondent is required to complete, sign and return this form with the proposal.**

SIGNATURE REQUIRED

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Mobile Phone #:	E-Mail Address

PART I: INTRODUCTION AND PROCESS

1. PURPOSE

The Kirkwood School District is inviting submittals for: Comprehensive Legal Services. Specifications, terms, and conditions are included within this document. The initial period of the contract shall be one year beginning on the date of award. The District reserves the option to renew the contract for a total of four (4) additional years on an annual basis or a portion thereof. Annual renewals thereafter shall be based solely on the determination of the District as to the performance, costs and general quality of the services provided by the successful vendor or vendors selected.

The District reserves the right to accept or reject any or all submittals or any part thereof, and to waive any minor informalities in any submittal not deemed to be in the best interest of the District. Companies interested in performing Comprehensive Legal Services for the District are invited to submit proposals. The timeline supports a recommendation to the Board of Education on October 20, 2026.

2. GENERAL CONDITIONS

- The Board of Education of the Kirkwood School District (hereafter “District”) will receive submittals from qualified law firms for providing **Comprehensive Legal Services**.
- The purpose of this Request for Qualifications (RFQ) is to establish the requirements for Comprehensive Legal Services, and to solicit submittals from reputable, licensed law firms or individuals (hereafter “Company”) who are members of, and in good standing with, The Missouri Bar for providing such legal services. The RFQ requests a great amount of detail to avoid delays, misunderstanding, and to simplify the evaluation of the submittals. The Company is requested to respond to each specification.
- The Company must submit a complete submittal covering all requirements identified in this RFQ package in order to be considered. All submittals will be scrutinized to ensure that such requirements can be met. Submittals submitted must be the original work product of the Company.
- Four (4) physical copies and one (1) electronic copy (via USB drive or encrypted PDF email attachment) of the submittal shall be sealed and plainly marked on the envelope with the name “Comprehensive Legal Services Submittal” and delivered to:

Mr. Scott Cook
Kirkwood School District
1099 Milwaukee St.
Kirkwood, MO 63122
scott.cook@kirkwoodschoools.org

- Submittals will be received until 12:00 PM, October 7, 2026. Electronic or facsimile offers will not be considered in response to this RFQ, nor will modifications by electronic or facsimile notice be accepted.
- Submittals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the

submittal and such person signs a receipt for the submittal, but only if the withdrawal is made prior to the deadline.

- The information presented in the RFQ is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing submittals in response to this request.
- All submittals must be submitted on the District forms as attached with this specification. Submittals submitted on forms other than the enclosed may be rejected. No alternate submittals that significantly deviate or modify the concept and ultimate objectives of this submittal will be considered. Non-compliance with RFQ specifications will disqualify submittals from further consideration.
- Any explanation or statement that the Company wishes to make must be contained with the submittal but shall be written separately and independently of the submittal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFQ requirements.
- The District reserves the right to reject any or all submittals and to waive informalities and minor irregularities in submittals received. The District, in its sole discretion, will determine whether an irregularity is minor.
- All submittals shall be deemed final, conclusive and irrevocable and no submittal shall be subject to correction or amendment for any error or miscalculation. No submittal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of submittals.
- Submittals, terms and conditions shall remain firm for a period of ninety (90) days from the due date for submittals or until that time when the District takes official action on the submittals.
- The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFQ, as to the intent of the specifications. After the submission of the submittal, no complaint or claim that there was any misunderstanding will be entertained.
- No oral interpretation will be made to any Company as to the meaning of the RFQ. Any oral communication will be considered unofficial and non-binding on the District. Unauthorized contact by the Company with other District employees or Board members regarding the RFQ may result in disqualification.
- Requests for interpretation must be made in writing to the Chief Financial Officer of the Kirkwood School District no later than 4:00 PM on Tuesday, September 29. Any information given to a Company concerning the RFQ will be furnished to all Companies as an addendum to the RFQ if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting submittals on the RFQ, or the lack of such information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFQ.
- Submittals may contain data that the Company does not want used or disclosed for any

purpose other than evaluation of the submittal. The use and disclosure of such data may be so restricted, provided the Company marks the cover sheet of the submittal with the following legend: **“Technical data contained on pages and in this submittal furnished in connection with the Request for Qualifications of the Kirkwood School District shall not be used nor disclosed except for evaluation purposes, provided that, if a Contract is awarded to this Company as a result of or in connection with the submission of this submittal, Kirkwood School District shall have the right to use or disclose technical data to substantiate the award of a Contract.”**

- The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Submittals shall not contain any restrictive language different from the above legend. Submittals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
- The District may accept one part, aspect or phase, or any combination thereof, of any submittal unless the Company specifically qualifies its offer by stating that the submittal must be taken as a whole.
- The District may award a contract based upon the initial submittals received without discussion of such submittals.
- The District may, at its option, conduct interviews after receipt of the submittal.
- The District reserves the right to negotiate to clarify and qualify terms of any submittal.
- The District reserves the right to negotiate final contract terms with any Company, regardless of whether such Company was interviewed or submitted a best and final submittal.
- The District may accept any submittal as submitted whether or not negotiations have been conducted between the parties.
- Neither the commencement nor cessation of negotiations shall constitute rejection of the submittal or a counteroffer on the part of the District.
- The Company shall not, under penalty of law and immediate disqualification of the submittal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted submittal or for any reason while a submittal is pending or during the evaluation process.
- No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s submittal.
- In the event of a conflict between the submittal and the RFQ, the District shall resolve any inconsistency in favor of the RFQ. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFQ and the submittal. The Company agrees to abide by the decisions of the District.

- The District, in its discretion, may terminate any Agreement resulting from the Company's submittal, in whole or in part at any time, whenever it is determined that the successful Company has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporated therein and the successful Company has failed to correct such failure or breach to the District's satisfaction within a period of 15 days after receiving written notice thereof from the District. In the event of the partial or total termination of the Agreement, it is hereby agreed that the District shall only be obligated to pay in accordance with the terms of the Agreement for materials and services, which have been accepted by the District.
- The District may terminate any Agreement resulting from the Company's submittal without cause by notifying the successful Company in writing thirty (30) days prior to the effective date of termination. The successful Company shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.
- In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
- The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
- Initial submittals may not be withdrawn for ninety (90) calendar days from the due date for submittals except with the express written consent of the District. If a submittal is accepted as submitted, the negotiated final Agreement shall consist of the Agreement, this RFQ, plus any addenda thereto, and the Company's submittal.
- In the event the Agreement initially awarded by the District is terminated for any reason within one-hundred twenty (120) days of the due date for submittals, the District reserves the right to negotiate and accept any other submitted submittal.
- The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
- The submission of a submittal will indicate the Company has read the general and specific instructions, that the Company understands the requirements and can supply the services specified.
- No alterations, erasures or additions are to be made in the typewritten or printed matter, unless initialized in ink.
- All information required by the submittal except the signature should be typewritten and must be legible. Signatures must be handwritten. Illegible or vague submittals will be rejected. Submittals not properly signed will be considered non-responsive.

- The initial period of the contract shall be one year beginning on the date of award. The District reserves the option to renew the contract for a total of four (4) additional years on an annual basis or a portion thereof. Annual renewals thereafter shall be based solely on the determination of the District as to the performance, costs and general quality of the services provided by the successful Company or Companies selected.

3. TIMELINE FOR PROCESS

The timeline listed below is the District's estimation of time required to complete the process. Interviews, if determined necessary by the District, are tentatively scheduled for the week of October 12-16. Following its review of the written submissions, the District may interview some, all, or none of the responding firms. The District reserves the right to select based solely on the written submissions, to request additional information, or to take no action and retain its current legal counsel. Submission of a response does not guarantee an interview or selection. All efforts shall be made to abide by this schedule; however, changes may occur if necessary.

Request for Qualifications Issued	September 22, 2026
Bidder Questions due to District	September 29, 2026
Proposals Due	October 7, 2026
Interviews, if applicable	week of October 12-16, 2026
Recommendation to Board	October 20, 2026
Notice to Proceed	October 21, 2026

4. REVIEW PROCESS

Following the submittal deadline, the selection team shall evaluate the proposals. Firms will be evaluated according to their response to the Request for Qualifications. The team will determine if any company(s) may be invited to provide a presentation to the team.

PART II: GENERAL AND SPECIFIC INSTRUCTIONS FOR COMPLETING THE REQUEST FOR QUALIFICATIONS

I. CERTIFICATION

By submission of this submittal the Company certifies:

- A. That the Company has not paid nor agreed to pay any person, other than a bona fide employee, a fee or brokerage resulting from the award of this contract.
- B. That the Company is duly licensed to perform the work requested in this submittal and is in good standing with the Missouri Bar Association. The Company agrees to comply with all applicable legal provisions as set forth in the Missouri Revised Statutes, to include all federal, state and county regulations and understands these provisions are part of any contract awarded to the Company.
- C. That the Company agrees to keep the information related to all Board issues in strict confidence. Other than the reports submitted to the Board, the Company agrees not to publish, reproduce or otherwise divulge such information in whole or in part in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information to those employees on its staff, Board's staff or the District's staff who must have the information on a "need to know" basis.

II. SUMMARY OF RESPONDENT'S QUALIFICATIONS

The Company must describe the qualifications of their firm and the staff to be assigned to the Board. Descriptions should include:

- a. law education and experience (include specific references to the experiences of providing services on the topics outlined in the Scope of Services section of this RFQ;
- b. prior experience working with similar organizations;
- c. prior experience of the individual attorney who will be assigned to the Board, including education, position in firm, years and types of experience, continuing professional education, and state(s) in which licensed as an attorney.

The Company must describe its understanding of work to be performed, and demonstrate substantial knowledge and experience in the interpretation of state and federal laws as they relate to political subdivisions of the State, and to school districts in particular.

The Company must describe prior legal experiences including the names, addresses, contact persons and telephone numbers of organizations represented. Experience should include prior experience providing legal services to similar organizations (i.e., school districts and/or other political subdivisions of the State).

GENERAL AND SPECIFIC INSTRUCTIONS FOR COMPLETING THE REQUEST FOR QUALIFICATIONS

III. AWARD

- A. The award will be made as will best promote the public interest, taking into consideration the qualifications of the firm submitting the submittal; the responsiveness of the submittal in meeting the requirements and specifications; contractual requirements and any additional specific criteria for evaluation included in the RFQ. Only the District is in a position to determine its own best interest; therefore, the District shall be the sole judge in determining the quality and appropriateness of the services proposed. The District's decision shall be final.
- B. Unless the Company states otherwise, or unless otherwise provided within the RFQ, the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
- C. The District reserves the right to make awards at any time within ninety (90) days after the date of the opening, during which period submittals may not be withdrawn unless authorized by the District.
- D. Each Company shall retain all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after completion of the contract. This requirement includes any subcontractors.

IV. CONTRACT

- A. The issuance of a formal contract to the successful Company will be considered sufficient notice of acceptance of contract. This contract shall bind the Company to furnish services specified in, and in accordance with the conditions of this RFQ. If the Company will require the District to sign an additional contract, then a copy of the contract **MUST** be included with the submittal. In the event of a conflict between the requirements of this RFQ and the proposed contract, the terms and conditions of the RFQ will take precedence.
- B. Non-performance of contract will give sufficient cause for the District to cancel the contract. Non-performance shall be construed to include, but is not restricted to, failure of successful firm to deliver in the time specified, or in the manner required. Cancellation of contract for any reason may result in the removal for an indeterminate time of the successful Company's name from the vendor list on future submittals.
- C. The District may, by written notice to the Company, immediately terminate this contract if the District determines that employment or gratuity was offered or made by the Company or a representative of the Company to any officer or employee of the District for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance.

**GENERAL AND SPECIFIC INSTRUCTIONS
FOR COMPLETING THE REQUEST FOR QUALIFICATIONS**

- D. Any contract entered into as result of this solicitation is for the convenience of the District and as such, may be terminated without default by the District by providing a written thirty (30) day notice of termination.

V. PAYMENTS

- A. Payment will be made only after submission of proper invoices as required by the District and within applicable state law. The invoice must identify the nature of the services performed, hours worked at contract rates and individuals performing the services.
- B. Payment of any invoice shall not preclude the District from making claim for adjustment on any item or service found not to have been in accordance with general conditions and specifications.

VI. OTHER

- A. The successful Company shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies strikes, fires, floods, acts of God or any other acts not within the control of the successful Company and which by the exercise of reasonable diligence the Company is unable to prevent.
- B. Unless otherwise provided for in the specific instructions or specifications, it is mutually understood and agreed that the successful Company shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein without prior written approval of the District.
- C. Periods of time, stated as number of days, shall be in calendar days.
- D. Registration with Missouri Secretary of State: Contract awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the Company is in good standing to conduct business in Missouri.

SCOPE OF SERVICES

I. INTRODUCTION

The purpose of this RFQ is to select a Company or Companies to provide comprehensive legal services for District programs on an as needed, if needed basis in support of the work of the District.

The District makes no guarantees as to the quantity of services required. The District reserves the right to review the qualifications of, and to approve in advance, any attorney within a given firm that is assigned to provide comprehensive legal services to the District. The issuance of subsequent contracts shall be at the sole discretion of the District.

II. SCOPE OF SERVICES

The services requested may include, but are not necessarily limited to, the items identified below.

1. Advice, direction and representation regarding operation of the Kirkwood School District.
2. Investigation, legal research and writing, preparation of pleadings, legal memoranda and brief appearances before administrative boards, trial and appellate courts.
3. Legal advice and representation of the District in litigation on an as-required basis on any or all matters, including, but not limited to:
 - Student/Parent Actions
 - Special Education Law
 - Title VI, Title VII, Title IX
 - FMLA
 - HIPAA
 - ADA
 - OCR
 - FERPA
 - Section 504
 - Board of Education Policies and Procedures
 - Sunshine Law Requests
 - Vendor Actions
 - Intergovernmental Agreements

- Real Estate Acquisitions/Disposals, Easements, Leases and other contracts involving interest in real property matters
 - Public Purchase and Lease Contracts
 - Personnel and Employee Relations
 - Labor Relations
 - Employee Contracts
 - Review and Interpretation of Statutes, Rules etc.
 - Board of Education Liability
 - Public Elected Officials Liability
 - Construction Litigation
 - Construction and Maintenance Liability
 - General Tort Liability
 - Worker's Compensation
 - Insurance Contracts
 - Employee Benefit Trust
 - Data Privacy, Ed-Tech and Cybersecurity
 - First Amendment and Curriculum Governance
 - General District matters as required
4. Other required services including all clerical assistance, printing and duplicating as required. District personnel will be made available, when appropriate, to provide necessary assistance such as research of historical records, or other information needed to perform comprehensive legal services for the District.
5. Regular accounting and billing for services and expenses shall be required.
6. The successful Company shall agree not to engage in private litigation against the District without first obtaining written permission to do so from the Board of Education during the effective period of the agreement to provide comprehensive legal services.

III. GENERAL INFORMATION

1. Any agreement to provide comprehensive legal services must conform to and be governed by the laws of the State of Missouri.
2. The Kirkwood School District will pay for professional services on the basis of an hourly rate or firm, fixed-fee contract. The Kirkwood School District will pay for professional services on the basis of an hourly rate or firm, fixed-fee contract. Respondents must complete and attach Attachment 3: Fee Proposal Schedule in a separately sealed envelope/file. Fees will be negotiated following qualifications evaluation. Reimbursable expenses must be itemized without markup.

The Company will be selected based on qualifications and fees will be negotiated. All other

expenses incurred in representation of the District by the Company will be reimbursed on a cost formula basis or paid directly (e.g., deposition or expert witness fees.)

IV. SPECIAL TERMS & CONDITIONS

1. All counsel providing legal representation for the District shall be properly licensed to practice in the State of Missouri and in good standing with the Missouri Bar Association.
2. The District reserves the right of approval regarding the assignment of the firm's personnel to represent the District. At the written request of the District, the firm will immediately replace any personnel assigned.
3. The services of any firm may be terminated upon thirty (30) days written notice given by the District. In the event of such action, the firm will comply immediately and provide the necessary best effort to transfer records and historical data to the District and/or succeeding counsel. The District reserves the right to utilize outside counsel not covered under the contract when deemed to be in the best interest of the District.
4. The successful Company shall be required to provide proof of and maintain:
 - a) Worker's Compensation and Employer's Liability Insurance as required by law.
 - b) Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming the Kirkwood School District as an additional insured party.
 - c) Professional Liability Insurance including errors and omissions with a limit of not less \$1,000,000.

The Company shall provide required Certificate(s) of Insurance within ten (10) days of contract award notification and maintain such insurance during the entire term of the contract.

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____(signature)

Printed Name and Title: _____

For and on behalf of: _____(company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath,
state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____

PART III: GENERAL CONDITIONS - RESPONSES & SUBSEQUENT CONTRACTS

1. **GENERAL:** The following terms and conditions shall govern the submission of qualifications and subsequent contracts.
2. **DEFINITIONS AS USED HEREIN:** The term "Request for Qualifications" or RFQ means a solicitation of a formal, sealed response. The term "respondent", "company", or "firm" means the entity submitting a formal sealed qualification submittal. The term "District" means Kirkwood School District. The term "Board of Education" means the governing body of the District. The term "contractor" means the respondent awarded a contract under this solicitation.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the submittal submitted by the successful respondent will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be made in accordance with the timeline. All requests must be made in writing and directed to the individual indicated and will be responded to in writing by the District in the form of an addendum addressed to all prospective respondents. Verbal responses and/or representations shall not be binding on the District.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** All submittals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the District and will be part of the public record.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents. Submittals received after the date and time indicated on the Certification Form shall not be considered. Submittals may be modified or withdrawn by written notice or in person by the respondent or its authorized representative, provided its identity is disclosed on the envelope containing the response and such person signs a receipt for the response, but only if the withdrawal is made prior to the deadline. Submittals that are resubmitted or modified must be sealed and submitted prior to the submission deadline. Each respondent may submit only one (1) response to this RFQ.
7. **NEGOTIATION:** The District reserves the right to negotiate any and all elements of this submittal. The District will attempt to negotiate and contract for services described in this solicitation with the most qualified company(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified company(s). This process will continue until an agreement is reached.
8. **TERMINATION:** Subject to the provisions below, any contract derived from this Request for Qualifications may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.
9. **TERMINATION FOR CONVENIENCE** In the event that the contract is terminated or canceled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.
10. **TERMINATION FOR CAUSE** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not

- apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
 12. **TAX EXEMPTION:** The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this submittal shall be deemed to have been accomplished within the State of Missouri.
 13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
 14. **RIGHTS RESERVED:** The District reserves the right to reject any or all submittals, to waive any minor informality or irregularity in any submittal, and to make award to the response deemed to be most advantageous to the District. The information presented in the RFQ is not to be construed as a commitment of any kind on the part of the District.
 15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.
 16. **DISCLAIMER OF LIABILITY:** The District, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
 17. **HOLD HARMLESS:** The contractor shall agree to protect, defend, indemnify, and hold the Board of Education, District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this RFQ.
 18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
 19. **ANTI-DISCRIMINATION CLAUSE:** No respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
 20. **CONFLICT OF INTEREST:** The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the company. No salaried officer or employee of the District and no member of the Board of Education shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.
 21. **INSURANCE:**
 - a. The successful Company shall be required to provide proof of and maintain:
 - b. Worker's Compensation and Employer's Liability Insurance as required by law.
 - c. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming the

Kirkwood School District as an additional insured party.

- d. Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000.
22. The Company shall provide required Certificate(s) of Insurance within ten (10) days of contract award notification and maintain such insurance during the entire term of the contract.
23. **COSTS:** All costs incurred in the preparation of the response to this Request for Qualifications shall be the sole responsibility of the respondent.
24. **OTHER GENERAL CONDITIONS:** All responses must include the forms attached within this RFQ. No alternate submittals that significantly deviate or modify the concept and ultimate objectives of this request will be considered. Non-compliance with the RFQ General Conditions will disqualify responses from further consideration.
 - a. All responses shall be deemed final, conclusive and irrevocable and no response shall be subject to correction or amendment for any error or miscalculation, nor withdrawn without the consent of the District after the scheduled closing time for the receipt of responses.
 - b. Responses, prices, terms and conditions shall remain firm for a period of ninety days from the due date or until such time when the District selects the successful company.
 - c. The District may, at its option, conduct interviews after receipt of the responses. The District reserves the right to negotiate in an attempt to clarify and qualify terms of any response and reserves the right to negotiate final contract terms with any company, regardless of whether such company was interviewed. The District may accept any response as submitted, whether or not negotiations have been conducted between the parties. Neither the commencement or cessation of negotiations shall constitute rejection of the response or a counteroffer on the part of the District.
 - d. The respondent shall not, under penalty of law and immediate disqualification of the submittal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted submittal or for any reason while a submittal is pending or during the evaluation process.
 - e. No company shall engage in any activity or practice, by itself or with another company, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the company's response.
 - f. In the event of a conflict between the response and the RFQ, the District shall resolve any inconsistency in favor of the RFQ. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFQ and the response. The company agrees to abide by the decisions of the District.
 - g. The District reserves the option to renew the contract if mutually agreed to and based solely on the determination of the District as to the performance, costs and general quality of the services provided by the successful Company selected.

25. ATTACHMENTS

- a. FEE PROPOSAL SCHEDULE (Submit in a separate sealed envelope or separate electronic file)
 - i. 1. HOURLY RATES FOR LEGAL PERSONNEL –
 1. Senior Partner / Lead Counsel: \$ _____ / hr. –
 2. Partner: \$ _____ / hr. –
 3. Senior Associate: \$ _____ / hr. –

4. Junior Associate: \$_____ / hr. –
5. Paralegal / Legal Assistant: \$_____ / hr.
- ii. FIXED-FEE / RETAINER OPTIONS (If Offered) –
 1. Annual Board Meeting Attendance: \$_____ / yr –
 2. Routine Policy Review (per batch):\$_____ -
 3. Mandatory Annual Staff Training: \$_____ / session
- iii. REIMBURSABLE EXPENSES & DISBURSEMENTS –
 1. Mileage Rate: IRS standard rate –
 2. Photocopies / Printing: \$_____ / page –
 3. Third-party expenses (court fees, expert witnesses): Direct Cost (No markup)