

THE POLICE RETIREMENT SYSTEM OF ST. LOUIS

2020 MARKET STREET
SAINT LOUIS, MISSOURI 63103

RFP Executive Recruitment Services
Date Issued – February 27, 2026



Request for Proposal
Issued: February 27, 2026
Executive Recruitment Services

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ESTIMATED SCHEDULE (SUBJECT TO CHANGE):

Date	Activity/Time
Friday, February 27, 2026	Request for Proposal Released
Friday, March 27, 2026	Deadline for Bidder's Pre-Application Questions
Friday, April 3, 2025	Due Date of Application- NO EXCEPTIONS 4:00 PM (CDT)
Wednesday, April 8 – Thursday, April 30, 2026	Evaluation of Proposals with Potential Invitations to Select Proponents for Interviews/Presentations
Friday, May 1, 2026	Selection by Board of Trustees
Friday, May 1, 2026	Notification of Award
Friday, May 8, 2026	Tentative Contract Start Date
Selection of Candidate	Proposed Contract End Date

I. PURPOSE AND INTENT

The Police Retirement System of St. Louis seeks proposals for Executive Recruitment Services.

The Police Retirement System of St. Louis (“PRS-STL”) is a pension system and defined benefits plan established by state statutes, §§ 86.200 - .366, RSMo., which all commissioned officers of the St. Louis Metropolitan Police Department are required to join. PRS-STL administers the pension benefits, including retirement, disability and death, for all active and retired officers, as well as their surviving spouses, surviving dependents, and any other beneficiaries identified by said officers. The plan is a defined benefits plan which is supported by contributions derived from the salaries of active officers, as well as contributions from the City of St. Louis. The System currently has a membership of over 3,100, of which approximately 900 are active officers.

The statutory administrator of PRS-STL is a Board of Trustees (“Board”), consisting of nine (9) persons elected and/or appointed. The day-to-day operations of the PRS-STL are overseen by an Executive Director who, in addition to reporting to the Board, manages a staff currently consisting of five (5) (not including the Executive Director) who perform office functions related to the continued record-keeping, processing and interfacing with pensioners and their surviving spouses and dependents of retirement-related payments.

PRS-STL requires a firm with expertise in search and recruitment of executive directors, and specifically with all aspects of compensation and benefits.

The purpose of this RFP is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “Respondents.”

Issuing an RFP does not obligate the PRS-STL to award a contract to any Respondent, nor is the PRS-STL, nor any of its employees or agents liable for any loss, costs, damage, or liability of whatever nature incurred by the organizations in the preparation of proposals. Nothing in this RFP nor in any proposal in response to this RFP is intended to be, nor should anything be construed, as an offer of engagement, nor shall the selection of a Respondent be construed as an offer of

engagement unless and until a contract is fully negotiated and fully executed by all parties. The PRS-STL retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.

The PRS-STL reserves the right to reject any and all proposals submitted and to waive any and/or all non-material irregularities pertaining to the submission of the proposal. Additionally, any and all RFP project elements, requirements, and schedules are subject to change and modification. The PRS-STL also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspect(s) of the RFP process to obtain further information from any and all respondents, and to waive any defects as to form or content of the RFP or any responses by any organization/business.

Any such modification, clarification, or revision will be by addendum. All RFP addenda will be issued on the PRS-STL website. To access addenda, Respondents must locate “RFP for Executive Recruitment Services” at the following address: www.stlouisprs.org/Opportunities. It is the sole responsibility of Respondents to be knowledgeable of all addenda related to this RFP. This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the PRS-STL determines it is in its best interest. All submitted materials will become the property of PRS-STL and will not be returned. At the discretion of the PRS-STL, any submitted documents may become open public records at any time during the selection process. Any such documents shall become open public records at the conclusion of the selection process. Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure. By submitting a response to this RFP, each Respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.

Respondents may submit amended proposals before the deadline for receipt. Such amended proposals must be complete replacements for a previous submission and must be clearly identified as such in the transmittal letter. PRS-STL will not merge, collate, or assemble the Respondent’s materials. Respondents are permitted to withdraw their submissions at any time prior to the deadline for receipt. Respondents must submit a written withdrawal request signed by the Respondent’s duly Authorized Representative(s) addressed to the PRS-STL.

II. CONTACT PERSON AND QUESTIONS

Please direct all communications regarding the RFP Process to:

Executive Director Mark Lawson; mark.lawson@stlouisprs.org, (314) 241-0800.

No contact with other PRS-STL Trustees or employees regarding this RFP is permitted. Unauthorized contact regarding this RFP may result in disqualification or rejection of a proposal.

Questions related to the RFP must be submitted no later than Friday, March 27, 2026. PRS-STL will maintain a list of all firms or individuals requesting copies of the RFP and will ensure that copies of all questions and responses shall be made available in writing to each firm on such list, when requested. Answers will also be publicly posted at www.stlouisprs.org/Opportunities.

Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Short procedural inquiries may be accepted by telephone; however, oral explanations or instructions given over the telephone shall not be binding upon PRS-STL. Respondents should not otherwise contact PRS-STL directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

Contact with PRS-STL after the submission of proposals is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the RFP to PRS-STL or any of its employees or any Trustees will be considered an impermissible supplementation of the respondent’s proposal.

III. SUBMISSION AND DEADLINE

In order for PRS-STL to consider proposals, Respondent’s submission must be received by:

<u>Date:</u>	Friday, April 3, 2026
<u>Time:</u>	4:00 P.M. CDT
<u>Location:</u>	The Police Retirement System of St. Louis 2020 Market Street St. Louis MO 63103 E-mail to: mark.lawson@stlouisprs.org

Proposals received after this deadline will not be accepted.

Proposals must be sealed and delivered by mail, delivery service or in person to the PRS-STL office on or before the time and date stipulated in the RFP document. There must be one (1) original and nine (9) copies of the proposal. An electronic copy of the proposal must also be submitted as a PDF on a USB drive. The Proposal must be labeled on the outside of the package to clearly indicate that is in response to: **“RFP – Executive Recruitment Services”**

IV. RESPONDENTS’ MINIMUM QUALIFICATIONS

The successful Respondent will be a recruitment firm with a comprehensive understanding of the executive needs of pension systems. All Respondents must meet the minimum criteria below:

- Be in good standing with the Missouri Secretary of State to conduct business in the State of Missouri;
- Possess (or, at time of contract execution, possess) a license to conduct business in the City of St. Louis, or exemption thereto.

V. SCOPE OF WORK

PRS-STL expects the successful Respondent to generate a pool of high-quality, diverse applicants for the Executive Director position, not necessarily restricted to the local or regional market. This firm will be expected to:

- Work in a collaborative process with the PRS-STL Board, a committee designated by the Board, and/or the current Executive Director of PRS-STL to obtain the best candidates;
- Meet with the PRS-STL Board and/or a committee designated by the Board, several times throughout the search and provide written and scheduled progress reports; and
- Conduct direct and indirect recruitment activities via in-person and digital networking, strategic advertising, and proactive engagement with qualified personnel.

VI. METHOD OF COMPENSATION

Any agreement entered into pursuant to this RFP should be focused on compensation on an “hours worked” basis. A component of compensation based on the compensation ultimately agreed to with the selected applicant for the position will not necessarily be excluded; however, any such aspect of compensation must be negotiated and PRS-STL must agree to such form of compensation.

Invoices for payment shall be submitted on a monthly basis to The Police Retirement System of St. Louis, Attn: Mark Lawson-Executive Director. Invoices should be received no later than the fifteenth day of the month following completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner with supporting documentation as required by PRS-STL.

VII. REQUIRED PROPOSAL CONTENTS

- A. Transmittal Letter: The proposer shall provide a transmittal letter signed by an authorized agent of the proposer. The letter must briefly summarize the proposer’s ability and willingness to perform the services required by the RFP.
- B. Organization Information, Background, and Capability: Provide a more thorough description of your organization, its contact information, and the services it is qualified to provide to the City of St. Louis. Describe the organization’s strengths, capabilities and experience in performing these services. Provide evidence of the organization’s ability to successfully perform the needs assessments.
- C. Key Personnel: Provide the name, title, telephone number and e-mail address of the persons who will function as the primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project.

- D. Addressing Services: In this section, provide a description of how your organization intends to perform the specific services requested above, including a thorough description of the proposed approach to this project including workflow and methodology to be utilized.
- E. Pricing: Include details regarding the proposed fee for the services listed in the scope of work.
- F. References: Include references from three (3) government clients that have operations of similar scope and complexity for which your organization has conducted a similar review.
- G. Contract Sample: Include a sample contract or template for contract that would serve as the basis for reduction to writing of any agreement with PRS-STL; such contract terms as set forth in Section IX herein, need not be included in the sample or template, but by submitting a proposal in response to this RFP, a respondent acknowledges that all such terms shall ultimately be included in any contract with PRS-STL.

VIII. PROPOSAL EVALUATION

The evaluation of proposals will be performed by the Board of Trustees of PRS-STL (“Board”), with possible preliminary work by one of the Board’s committees.

The Board will consider, at a minimum, the following, as related to the selection of organizations qualified to perform the services requested above:

- A. Specialized experience, qualifications and technical competence of the organization, its principals, project manager and key staff;
- B. Ability of the organization to provide innovative solutions;
- C. Approach to the project and any unusual problems anticipated;
- D. The capacity and capability of the organization to perform the work in a timely manner;
- E. Past record and performance of the organization with respect to schedule compliance, cost control, and quality of work;
- F. Proximity of the organization to PRS-STL;
- G. Fees or fee structure as may be appropriate for the service to be provided;

- H. Availability of financial and operating resources as required to complete the work;
- I. Ability of the organization to advise regarding compliance requirements;
- K. Other relevant criteria as may be developed by the PRS-STL or its Board or one of its committees.

PRS-STL reserves the right to interview, or call for a presentation from, any Respondent submitting a response. PRS-STL also reserves the right to discuss the proposals with any or all Respondents. PRS-STL may request additional submission of information during the negotiations of the contract.

IX. STANDARD CONTRACT TERMS

Any contract entered into pursuant to this RFP shall require the inclusion of the following, or substantially similar, terms. By submitting qualifications in response to this RFP, Respondents agree to adhere to such terms:

A. Recordkeeping & Audits

The successful firm shall provide PRS-STL monthly written programmatic updates in the manner prescribed by its Board, or the Board's designee. Further, the successful firm shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to PRS-STL and/or authorized agents to the extent necessary to adequately permit evaluation and verification of the firm's full compliance with contract documents. In those situations where the firm's records have been generated from computerized data or records, in addition to hard copy (reports), it shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by the firm for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. The firm shall maintain such records and accounts, including personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by PRS-STL, the firm shall allow PRS-STL to monitor the services provided by the firm through site visits during normal business hours. The firm shall make all records available for inspection by representatives of PRS-STL during normal business hours.

PRS-STL reserves the right to audit the firm's accounts relating to the agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

1. Introduction of the appropriate documentation.
2. Resolution of the questioned cost by the firm in a manner that is satisfactory to PRS-STL.

3. Repayment of questioned costs to the PRS-STL.

B. Non-Discrimination Policy

The successful firm will agree that neither it nor anyone under its control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin. Further, Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

C. Public Records Law

The successful firm is hereby notified that PRS-STL is a “public governmental body” under and subject to the State of Missouri’s Sunshine Law (the “Act”), Revised Statute of Missouri § 610.010 et seq. PRS-STL will not give prior notice of receipt of a request under the Act for any record that has been provided to it by the firm, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall supersede, modify, or diminish in any respect whatsoever any of PRS-STL rights, obligations, and exceptions under the Act, nor will PRS-STL be held liable for any disclosure of records, including information that PRS-STL determines in its sole discretion is a public record subject to disclosure under the Act.

D. Unauthorized Aliens Affidavit

The successful firm shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Respondent(s) shall also affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement pursuant to the above-stated Statutes.

E. Anti-Discrimination Against Israel Act

The successful firm shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit, attached herein as Appendix 4, affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

F. Independent Contractor

The successful firm is, and at all times hereunder, shall be and remain, an independent contractor, and nothing herein shall be interpreted to mean that the firm or any of its employees or agents is an employee or agent of PRS-STL.

G. Indemnification

The successful firm will protect, defend, and hold PRS-STL its Board, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to a successfully negotiated Agreement and the use or occupancy of PRS-STL premises and the acts or omissions of the firm's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the sole negligence of PRS-STL. The firm will also use professionals reasonably acceptable to PRS-STL, or its designee, in carrying out its obligations hereunder. No director, commissioner, board member, officer, employee or other agent of PRS-STL shall be personally liable under or in connection with a successfully negotiated Agreement. The Provisions of this section survive the expiration or early termination of any successfully negotiated Agreement.

H. Insurance

Contractor shall procure and maintain, at Contractor's expense, the following insurance coverage for the period of this Agreement:

- a. General Liability Coverage of at least \$1,000,000.00 each occurrence/\$3,000,000.00 general aggregate;
- b. Worker's Compensation Insurance as required by the State of Missouri;
- c. YOU MAY WISH TO ADD AN ACTS AND OMISSIONS POLICY, OR OTHER COVERAGE AS DESIRED

These amounts included above shall not be construed to limit the liability of the Contractor.

Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to PRS-STL prior to execution of this Contract. Insurance policies provided shall name "The Police Retirement System of St. Louis" as an Additional Insured to the policy and all policy coverage shall be primary and non-contributory. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

The Police Retirement System
2020 Market Street
St. Louis, MO 63103
Attention: Mark Lawson-Executive Director

The firm's insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance - Financial Institutions & Professional Registration. In addition, the Insurance company must have a financial strength rating of "A-" or

better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>).

Such liability insurance coverage must also extend to damage, destruction and injury to PRS-STL owned or leased property and PRS-STL personnel, and caused by or resulting from work, acts, operations, or omissions of the firm, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover the firm's indemnity obligations hereunder. PRS-STL will have no liability for any premiums charged for such coverage, and the inclusion of the PRS-STL as an Additional Insured is not intended to, and does not make PRS-STL a partner or joint-venture with the firm in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the PRS-STL when any policy issued to PRS-STL provides duplicate or similar coverage and, in such circumstances, PRS-STL's policy will be excess over the firm's policy.

I. Subject to Appropriation of Funds

Notwithstanding any other provision to the contrary herein contained, the PRS-STL reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period or to re-appropriate existing funding. In the event funds are not appropriated by the PRS-STL for the purpose of making payment as required herein or funds are re-appropriated for another purpose, the successfully negotiated Agreement shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to PRS-STL whatsoever, except as to the extent portions of the funds previously appropriated are otherwise available. PRS-STL will immediately notify the firm of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.

J. Prohibition on Limitation of Liability Clauses

Any clause in the successfully negotiated Agreement interpreted to limit the firm's liability shall not be enforced to the extent that it acts as a limitation of the firm's liability. Limitations of liability include, but shall not be limited to:

1. Limitations, exclusions, or disclaimers of PRS-STL's right to bring a breach of warranty or breach of contract claim under this Agreement;
2. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;

3. Limitations, exclusions, or disclaimers on PRS-STL's right to bring suit for losses, damages, injuries, costs, or expenses.

K. Termination

The successfully negotiated Agreement may be terminated by PRS-STL for convenience and without cause upon thirty (30) calendar days written notice delivered to the firm, in which event the firm shall be paid for all services performed up until the date of termination.

This Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If the firm fails to cure, it shall indemnify PRS-STL against any loss caused by its failure to perform and abandonment of the Agreement.

L. PRS-STL Data Offshore Use and Storage ¹

If during the term of this Agreement, the firm or subcontractor has certified that PRS-STL data will be used and stored on servers in the United States and proceeds to shift PRS-STL data or use thereof outside of the United States, the firm shall be deemed in breach of contract, unless PRS-STL shall first have determined in writing that extraordinary circumstances require the shift of PRS-STL's data use or storage or that a failure to shift PRS-STL's data use or storage would result in economic hardship to PRS-STL.

If during the term of this Agreement, PRS-STL data is received or modified by the firm's or its subcontractor's offshore workers or servers, such offshore receipt or modification of PRS-STL data will be deemed a breach of contract.

¹ Each firm submitting a proposal to PRS-STL shall be required to provide certification of the location where PRS-STL data will be used and, if applicable, the location of the server or servers on which PRS-STL data will be stored, and whether the FIRM contemplates a necessary use or storage of City data offshore.

PRS-STL shall not award a contract to a vendor who contemplates using or storing ITS data (or having a subcontractor use or store its data) pursuant to the contract at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:

1. The firm or its subcontractor provides a unique good or service; the particular good or service is deemed mandatory for the purposes of the purchasing agency; and no comparable domestically-provided good or service can adequately duplicate the unique features of the good or service provided by the firm or its subcontractor; or
2. A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of PRS-STL data within the United States, such that a failure to use the firm or subcontractor's services would result in economic hardship to PRS-STL ; or
3. The firm or its subcontractor maintains a significant business presence in the United States and only performs a trivial portion of work under the contract outside of the United States.

M. Prohibition of Clickwraps and End User License Agreements

The Parties shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by this Agreement. Any such EULA accepted by any PRS-STL employee that relates directly or indirectly to the work or transaction contemplated by this Agreement shall be non-binding on the Parties to this Agreement.

X. GOVERNING LAW AND VENUE

This RFP, and any agreement with Respondent(s) that may result, shall be governed by the laws of the State of Missouri and the City of St. Louis, and venue for any dispute regarding this RFP or any subsequent contract shall be in the Circuit Court of the Twenty-Second Circuit, Missouri.