

Request for Proposal

Legal Services

Prepared By:
Fort Ann Central School

May 16, 2022

LEGALSERVICES-REQUESTFORPROPOSAL

1. SCOPE

Fort Ann Central School is soliciting proposals for General Legal Services from individuals or law firms having experience and qualifications in representing public sector entities, preferably school districts and municipalities.

It is the intention of these specifications that the individual/law firm hereunder could be engaged to provide general legal advice, assistance and counsel to the Fort Ann Central School on one or a variety of services, including but not limited to the following items:

- Education Law - matters pertaining to Education Law, specifically the laws affecting education institutions, New York State Education Law and other federal, state and local laws.
- Municipal Law - matters pertaining to Municipal Law, specifically the laws affecting public bodies and other federal, state, and local laws.
- Public Finance Law - Potential financing arrangements, bonding, etc., separate and distinct from bond counsel.
- Contracts, particularly relating to construction.
- Special Education Law and Regulations - School District responsibilities under IDEA and Article 89 of NYS Education Law including policy requirements and student discipline. Thorough up-to-date knowledge of special education case law and detailed experience in conducting and avoiding impartial hearings
- AIA Contracts, public bid law specifically the laws affecting public schools, matters of surety and bonding for contracted work and general conditions for construction.
- FMLA & ADA matters
- Taylor Law including matters of labor relations and collective bargaining
- Attendance at Board of Education meetings when requested

2. PROPOSAL INFORMATION

Individuals/law firms must submit one signed original proposal response set. The original must be clearly marked. Four (4) copies must also be submitted, clearly marked, and each copy in its own binder. Individuals/law firms must submit a pdf format electronic version on a compact disc. The CD is to be enclosed with the signed original.

Your Proposal and all questions regarding this project should be forwarded to the following address to be received **no later than 1:00 p.m. (EDT) on Thursday June 3, 2022**

Alexander Bodensieck, CPA
Business Manager
Fort Ann Central School
1 Catherine Street
Fort Ann, NY 12827
P: (518)639-5594
F: (518)639-8911
abodensieck@fortannschool.org

The package shall be marked "LEGAL SERVICES SEALED PROPOSAL". Please ensure that your name/law firm's name is included on the outside of the package. If you are using a commercial delivery company that requires you to use its shipping package or envelope, your Proposal should be placed within a second sealed package labeled as detailed above. This will ensure your Proposal is not prematurely opened.

Individuals/law firms not able to submit a Proposal are asked to inform Fort Ann Central School of their regrets and interest in future work in writing in order to be considered for future solicitations. This letter should be directed to the above address.

Proposals will not be publicly opened. Cost information will not be released because the award will be made on best value analysis.

Select individuals/law firms may be invited to give a formal presentation with time for a question and answer period. The session will last approximately one (1) hour.

Proposals not received by the time and date shown above will not be considered and shall be disqualified. There will be no exceptions.

3. COMMUNICATIONS/ CORRESPONDENCE

All communications and correspondence relative to this RFP should be sent by electronic mail to Alexander Bodensieck at abodensieck@fortannschool.org

4. QUESTIONS

To assist any and all individuals/law firms in obtaining clarity of scope and a clear understanding of the requirements of this RFP, individuals/law firms may present clarifying questions. All questions should be submitted via email to abodensieck@fortannschool.org by 1 p.m. (EDT) on May 25, 2022. Questions and the resulting answers will be sent to all interested parties by May 31, 2022.

5. TIME FRAME/ KEY DATES

The following timeline is subject to change by the Fort Ann Central School.

EVENT	DATE
Issue RFP	May 16, 2022
Clarification Questions Due	May 25, 2022
Clarification Answers Provided	May 31, 2022
Deadline for receipt of RFP responses	June 3, 2022
Interviews	June 6-10, 2022
Final Selection	June 15, 2022
Board Appointment	June 15, 2022 or July 6, 2022

6. INDIVIDUAL/LAW FIRM RESPONSIBILITIES

All employees covered by this RFP shall be on the individual's/law firm's payroll, and be paid by the individual/law firm.

The individual/law firm shall be responsible for all benefit costs, including Social Security, State and Federal Unemployment Insurance, Disability Insurance, Workers Compensation, and all other costs as required by state and federal law.

The individual/law firm shall be responsible to maintain all payroll, personnel and other records required by law.

The individual/law firm shall bill Fort Ann Central School at the agreed-upon rate on a monthly basis and supply any required verification with the invoices.

7. REQUIREMENTS/FORMAT

Fort Ann Central School has established the following criteria to be provided by the successful individual/law firm. Fort Ann Central School reserves the right to revise the scope of services prior to the execution of a contract to (1) reflect changes arising out of this proposal process; (2) incorporate any Fort Ann Central School requirements adopted after the publication of this Request for Proposal and (3) incorporate any other changes it deems necessary.

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All Proposals must address the areas below:

- a. Provide a brief history and description of the individual/law firm including a presentation of qualifications.
- b. Provide a summary of experience you have with the subject scope of work. Identify specific qualifications that you believe especially qualify you or your law firm to perform this work.
- c. Identify all similar engagements that you have performed within New York State and the dates you provided same.
- d. Provide a description, location, date of completion and client contact person regarding services carried out by you or your law firm within the last five years that are comparable in scope to the proposed project.
- e. Provide the names and resumes of all professionals to be assigned to the project and identify the project manager or lead attorney who will be the Fort Ann Central School's point of contact. The attorney(s) who will be providing legal services on behalf of the Fort Ann Central School must be admitted to all of the Courts of the State of New York.
- f. Provide contact information for at least three references for which you or your law firm has provided legal services comparable to the scope of the services set forth above.
- g. Disclose actual or potential conflicts of interest to accepting an award of the contract with the Fort Ann Central School, and if a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the individual/law firm. The individual/law firm must disclose all legal actions it is currently involved with that pertain to the Fort Ann Central School.
- h. Sample of your own or your law firm's contract.
- i. Signed Non-Collusive Bidding Certification (Appendix A).
- j. Describe any recommendations or suggestions above and beyond the requirements listed in the **RFP**. Include any additional costs related to these suggestions. Provide hourly rates for every attorney who will be working on the project. The hourly rates quoted shall be firm until the end of this agreement.

9. SELECTION PROCESS

After the Fort Ann Central School has reviewed all of the Proposals and finished any interviews, the members will make a decision based upon the best value, service, capabilities and experience that each individual/law firm offers.

10. CONDITIONS OF RFP AND CONTRACTUAL INTENT

- a. The issuance of the RFP constitutes only an invitation to submit a response to the Fort Ann Central School. It is not to be construed as an official and customary invitation to bid, but as a means by which the Fort Ann Central School can facilitate the acquisition of information related to the purchase of services.
- b. Fort Ann Central School reserves the right to determine, in its sole and absolute discretion, whether any aspect of the submission satisfactorily meets the criteria established in this RFP, the right to seek clarification from any individuals or law firm(s), the right to negotiate with any individuals/law firm(s), the right to reject any or all submissions with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.
- c. It is understood that any submission received and evaluated by the Fort Ann Central School can be used as

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a basis for direct negotiation of the cost and terms of a contract between the Fort Ann Central School and the particular individual/law firm. In submitting a response, it is understood by the individual/law firm that the Fort Ann Central School reserves the right to accept any submission, to reject any and all submissions and to waive any irregularities or informalities that the Fort Ann Central School deems is in its best interest.

- d. In the event that this RFP is withdrawn by the Fort Ann Central School for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the Fort Ann Central School shall have no liability to any individual/law firm(s) for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each submission should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. Fort Ann Central School reserves the right to request additional data, oral discussion, or a presentation in support of the written submission. Fort Ann Central School is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response. It is the intention of the Fort Ann Central School to enter into a contract with the individual/law firm with which the Fort Ann Central School can make the most satisfactory arrangements for its needs.

12. FORT ANN CENTRAL SCHOOL OWNERSHIP OF SUBMISSIONS

Upon submission, all responses become the property of the Fort Ann Central School. Fort Ann Central School reserves the right to use the information and any ideas presented in any submission in response to the RFP, whether or not the submission is accepted.

13. CONTRACT NEGOTIATIONS

The individual/law firm agrees that the Fort Ann Central School may use any part of the submission as the basis for negotiating the contract.

14. REJECTION OF SUBMISSION

Fort Ann Central School, in its sole discretion, may reject any submission based on the format and submission requirements, or based on any other requirement in this document. Fort Ann Central School's right in rejecting or retaining any and all submission is broad and it is at the sole discretion of the Fort Ann Central School.

15. CANCELLATION OR AMENDMENT OF RFP

Fort Ann Central School reserves the right to cancel or amend this RFP at any time and will notify all known RFP recipients accordingly.

16. COSTS

Fort Ann Central School shall not be responsible for any costs incurred by individuals/law firms in connection with this RFP. Individuals/law firms shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

17. CONTRACT TERM

The contract resulting from this RFP shall remain in effect for one year and will be renewable for up to four (4) additional one-year periods. Extension options shall be exercised at the sole option and discretion of the Fort Ann Central School Board of Education. Continuance of any contract shall be dependent upon the individual's/law firm's ability to provide satisfactory service as set forth in this RFP. Fort Ann Central School reserves the right to terminate this agreement with (30) thirty days written notice.

18. PAYMENT TERMS

Fort Ann Central School strives to pay net 30. Interest penalties will not be allowed.

19. AWARD

This Proposal may be awarded to more than one individual/firm if it is in the best interest of the Fort Ann Central School to do so.

The individual/law firm must comply strictly with all applicable provisions of the New York State Labor Law, as it may be amended and supplemented.

Individuals/law firms must agree to conform to Section I 03-a, b, c, and d of the General Municipal Law of the State of New York.

Before commencing work, the successful individual/law firm shall furnish evidence of insurance coverage in the kinds and amounts hereinafter specified with a Certificate of Insurance acceptable to the Fort Ann Central School.

Individuals/law firms must comply with Federal and State Anti-Discrimination Laws.

Fort Ann Central School is established under the authority of the State of New York and is entitled to exemption from New York State, Federal and Local Taxes.

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APPENDIX A- NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each individual/law firm and each person signing on behalf of any individual/law firm certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other individual/law firm or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the individual/law firm and will not knowingly be disclosed by the individual/law firm prior to opening, directly or indirectly, to any other individual/law firm or to any competitor; and

(3) No attempt has been made or will be made by the individual/law firm to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the individual/law firm cannot make the foregoing certification, the individual/law firm shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that an individual/law firm (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this certification.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an individual/law firm for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law and where such bid contains the certification referred to in paragraph one, shall be deemed to have been authorized by the board of directors of the individual/law firm, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the individual/law firm.

BY

LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE