



Request for Proposal Legal Services

Prepared By:
Eastchester U.F.S.D.

June 26, 2024

LEGAL SERVICES – REQUEST FOR PROPOSAL

1. SCOPE

The Eastchester U.F.S.D. 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 Eastchester U.F.S.D. 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.
- Taylor Law including matters of labor relations and collective bargaining

Nature of Services

The School District Legal Counsel serves as chief legal advisor to the Board of Education and its administrative staff. Services shall include, but not be limited to the following:

Act as School Board Attorney and chief legal officer of the district in all respects, including but not limited to:

- employment law, including Civil Service Law Section 75 and Education Law Section 3020-a disciplinary proceedings, Public Employment Relations Board hearings, employment contract interpretation, harassment and discrimination investigations and report preparation;
- representing the District before the Public Employment Relations Board, the Division of

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Human Rights, the EEOC, state and federal courts, and administrative agencies;

- Federal and State special education laws and procedures, including conducting impartial hearings;
- student matters, including student discipline and superintendent’s hearings;
- appeals to the Commissioner of Education;
- construction law;
- election law;
- personnel policies and employment handbooks;
- providing training on topics such as sexual harassment, the Americans with Disabilities Act, and Family Medical Leave Act.

Act as legal counsel for the School District and/or its officers, agents, and employees, including being present at all meetings both formal and informal as required by the Board of Education and/or the Superintendent of Schools (and/or his or her designee). Regular board meetings are scheduled at two per month.

Provide a status report to the Board of Education during July of each year on all pending legal matters.

Act as legal counsel for the School District in all actions and proceedings brought against the School District.

Cooperate with the School District’s insurance carrier in all matters.

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.

Your proposal and all questions regarding this project should be forwarded to the following address to be **received no later than 10:00 a.m. on Friday July 26, 2024.**

Louise M. Lynch
Assistant Superintendent for Finance & Facilities
Eastchester U.F.S.D.
580 White Plains Road
Eastchester, NY 10709

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

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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 the Eastchester U.F.S.D. 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: llynch@eufsdk12.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 Superintendent Ronald Valenti at rvalenti@eufsdk12.org by 1 p.m. (EDT) on July 12, 2024. Questions and the resulting answers will be sent to all interested parties by July 17, 2024.

5. TIME FRAME / KEY DATES

The following timeline is subject to change by the Eastchester U.F.S.D.

EVENT	DATE
Issue RFP	June 26, 2024
Clarification Questions Due	July 12, 2024
Clarification Answers Provided	July 17, 2024
Deadline for receipt of RFP responses	July 26, 2024

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RFP review and interviews are anticipated to take place in August 2024. It is estimated that the district will make appointment(s) in the Fall of 2024.

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 the Eastchester U.F.S.D. at the agreed-upon rate on a monthly basis and supply any required verification with the invoices.

7. REQUIREMENTS/FORMAT

The Eastchester U.F.S.D. has established the following criteria to be provided by the successful individual/law firm. The Eastchester U.F.S.D. 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 Eastchester U.F.S.D. requirements adopted after the publication of this Request for Proposal and (3) incorporate any other changes it deems necessary.

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 Eastchester U.F.S.D.'s point of contact. The attorney(s) who will be providing legal services on behalf of the Eastchester U.F.S.D. 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.

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- g. Disclose actual or potential conflicts of interest to accepting an award of the contract with the Eastchester U.F.S.D., 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 Eastchester U.F.S.D.
- 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.

8. SELECTION PROCESS

After the Eastchester U.F.S.D. evaluation team 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.

9. CONDITIONS OF RFP AND CONTRACTUAL INTENT

- a. The issuance of the RFP constitutes only an invitation to submit a response to the Eastchester U.F.S.D. It is not to be construed as an official and customary invitation to bid, but as a means by which the Eastchester U.F.S.D. can facilitate the acquisition of information related to the purchase of services.
- b. The Eastchester U.F.S.D. 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 Eastchester U.F.S.D. can be used as a basis for direct negotiation of the cost and terms of a contract between the Eastchester U.F.S.D. and the particular individual/law firm. In submitting a response, it is understood by the individual/law firm that the Eastchester U.F.S.D. reserves the right to accept any submission, to reject any and all submissions and to waive any irregularities or informalities that the Eastchester U.F.S.D. deems is in its best interest.
- d. In the event that this RFP is withdrawn by the Eastchester U.F.S.D. for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the Eastchester U.F.S.D. 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. The Eastchester U.F.S.D. reserves the right to request additional data, oral discussion, or a presentation in support of the written submission. The Eastchester U.F.S.D. is not obligated to respond to any

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submission nor is it legally bound in any manner whatsoever by the submission of a response. It is the intention of the Eastchester U.F.S.D. to enter into a contract with the individual/law firm with which the Eastchester U.F.S.D. can make the most satisfactory arrangements for its needs.

10. EASTCHESTER U.F.S.D. OWNERSHIP OF SUBMISSIONS

Upon submission, all responses become the property of the Eastchester U.F.S.D. The Eastchester U.F.S.D. 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.

11. CONTRACT NEGOTIATIONS

The individual/law firm agrees that the Eastchester U.F.S.D. may use any part of the submission as the basis for negotiating the contract.

12. REJECTION OF SUBMISSION

The Eastchester U.F.S.D., in its sole discretion, may reject any submission based on the format and submission requirements, or based on any other requirement in this document. The Eastchester U.F.S.D.'s right in rejecting or retaining any and all submission is broad and it is at the sole discretion of the Eastchester U.F.S.D.

13. CANCELLATION OR AMENDMENT OF RFP

The Eastchester U.F.S.D. reserves the right to cancel or amend this RFP at any time and will notify all known RFP recipients accordingly.

14. COSTS

The Eastchester U.F.S.D. 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.

15. 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 Eastchester U.F.S.D. 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. The Eastchester U.F.S.D. reserves the right to terminate this agreement with (30) thirty days written notice.

16. PAYMENT TERMS

The Eastchester U.F.S.D. strives to pay Net 30. Interest penalties will not be allowed.

17. AWARD

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This Proposal may be awarded to more than one individual/firm if it is in the best interest of the Eastchester U.F.S.D. 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 103-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's in the kinds and amounts hereinafter specified with a Certificate of Insurance acceptable to the Eastchester U.F.S.D.

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

The Eastchester U.F.S.D. is established under the authority of the State of New York and is entitled to exemption from New York State, Federal and Local Taxes.

Appendix A
NON-COLLUSIVE FORM
BID/RFP PROPOSAL CERTIFICATIONS

THIS FORM MUST BE SIGNED AND NOTARIZED- SUBMIT WITH PROPOSAL

Firm Name _____

BusinessAddress _____

Telephone Number _____ Date of Bid/RFP _____

I. General Bid/RFP Certification

The bidder/proposer certifies that he will furnish, at the prices quoted, the materials, equipment and/or services as proposed on this Bid.

II. Non-Collusive Bidding/RFP Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this bid/proposal, the bidder/proposer certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids/proposals to political subdivision of the state is mandatory. Every bid/ proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding or requests for proposal is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder/proposer and affirmed by such bidder/proposer as true under the penalties of perjury:

Non-collusive bidding/proposer certification

- a. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 1. The prices in this bid/proposal 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 bidder/proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and,
 3. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.
- b. A bid/proposal shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the

reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid/proposal 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/proposal is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder/proposer (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 subparagraph one (a).

Any bid/proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder/proposer 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/proposal contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder/proposer, and such authorization shall be deemed to include the signing, and submission of the bid/proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

The bidder/proposer affirms the above statement as true under the penalties of perjury.

Signature of Bidder/Proposer:

(Signature of bidder/proposer or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 2024

Notary Public or Commissioner of Deeds

(Authorized Signature)

Commission Expires _____