SEYMOUR PUBLIC SCHOOLS
REQUEST FOR PROPOSALS #22-001-RFP
LEGAL SERVICES

1. INTENT
The Seymour Board of Education (hereinafter referred to as the “Board” and sometimes as the “Seymour Public Schools”) is soliciting proposals from qualified full service law firms to represent the Board in legal matters, generally excluding matters of special education and those matters which are handled by attorneys selected by the Board’s insurance carriers. The Board anticipates entering into a three (3) year agreement with the selected law firm starting March 7, 2022.

2. QUALIFICATION REQUIREMENTS
Respondents to this RFP must meet the following minimum requirements:
a. Be in good standing before the Bar of the State of Connecticut;
b. Be in good standing before the Bar of the United States District Court for the District of Connecticut;
c. Have experience with State of Connecticut and Federal Education law and have a minimum of five (5) years working experience with or for a Connecticut school district(s) in all areas of service required herein;
d. Ability to provide same day response;
e. Ability to attend Seymour Board of Education meetings (day or night) as needed;
f. Assignment of a lead attorney with appropriate experience;
g. Include a minimum of three attorneys in the firm with experience in education law; and
h. Have no known conflicts of interest in representing the Seymour Board of Education.

3. BACKGROUND INFORMATION
The Board is the Board of Education for the Town of Seymour, Connecticut. Seymour is a suburban town located in New Haven County, Connecticut with an approximate population of 16,748 (2020). Seymour Public Schools is a school district with two elementary schools, one middle school and one high school with projected enrollments of approximately 2,056 students with an operating budget of $35,363,817. The Board employs approximately 350 full and part time employees.

4. SCOPE OF SERVICES
The successful firm shall provide services including, but not limited to:
a. Representation and advice to the Board and its staff on detailed requirements of education law;
b. Consultation on personnel, labor relations, student discipline, environmental law and general school law both on the telephone and in person;
c. Analysis and interpretation of contracts;
d. Representation during collective bargaining negotiations both at the table and on a consulting basis, including mediation and arbitration, and grievance matters;
e. Representation at meetings and before the Board on school law matters, including student discipline hearings, employee discipline, non-renewals, reductions-in-force, dismissal and expulsion hearings;
f. When appropriate, review of student records;
g. Provide in-service meetings with the Board’s administrators and/or staff;
h. Provide periodic advisory communications on education law matters;
i. Review and drafting of correspondence and policies (with a shared substantive policy manual) on school matters; and
j. Comply with the requirements of Board Bylaw #9125 which requires that the attorney shall:
   (1) Represent the Board of Education in legal proceedings;
   (2) Give her or his written opinion on all legal questions referred to her or him by the Seymour Board of Education or the Superintendent;
   (3) Attend Seymour Board of Education meetings, conferences and other meetings as requested by the Board, Superintendent, Board Chairperson or Board Committees; and
   (4) Fulfill such other legal duties as the Seymour Board of Education may assign.

5. TIMEFRAME
   The successful firm will be expected to commence services on March 7, 2022 and the term of the resultant contract will be for three years.

6. PROJECT MANAGEMENT
   The contract shall be managed for the Board by the Superintendent of Schools or her or his designee.

7. SUBMISSION OF PROPOSALS
   a. Submission, Deadline, and Tentative Interviews
      All proposals must be received by 12:00 noon, February 10, 2022. One (1) original, five (5) copies and one (1) electronic copy (USB flash drive) shall be submitted to: Seymour Public Schools, 98 Bank Street, Seymour, CT 06478. Questions regarding this RFP may be directed to Salvatore A. Bucci, Business Manager, (203) 888-4564 x1905. Questions may be emailed to sbucci@seymourschools.org but must be date stamped not later than February 10, 2022. All firms who are furnished a copy of this RFP, but who decide not to offer a Proposal to the District, are asked to submit a negative reply. Specific comments and observations are encouraged. Tentative dates for interviews are February 17, 2022 and February 18, 2022.

   b. Submittal Letter
      Respondents shall submit a cover letter, addressed to the Business Manager, signed by an authorized principal or agent of the law firm, which provides an overview of the respondent’s offer, as well as the name, title and phone number of the person to whom the Board may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

   c. Experience
      Respondents are to provide a summary of the firm’s experience in the areas of services described in Section 4, Scope of Services, provide detailed resumes of persons proposed to work directly with the Board and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.

   d. References
      Firms must have a minimum of five years’ experience in all areas of law specified in the Scope of Services. A minimum of five (5) client references, which encompass the areas outlined in this RFP, especially from other local school districts and governmental agencies, should be submitted. The client references must include the name of the organization, address, telephone number, individual contact person, the dates services were performed and a description of the services provided.
e. **Fee Proposal**
All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. Each response must provide the following for each year of the contract: (a) an hourly rate for all partners and a separate single hourly rate for all associates; (b) an hourly rate for clerical, paralegal or other professional; and (c) a schedule of all out-of-pocket disbursements which are anticipated to result in a charge to the Board. The Board expects that reimbursable charges will be charged at the firm’s actual cost, without additional mark-up.

The Board reserves the right to negotiate fees and payment schedules with the selected respondent.

f. **Form of Contract**
The Board intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interests of the Board. In the event of a discrepancy between the firm’s proposed contract and this RFP, the terms of this RFP shall govern.

8. **EVALUATION AND AWARD**
The following criteria will be used, without limitation, in evaluating proposals:

a. The firm’s technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted;

b. The background and experience of the firm in providing similar services as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract;

c. Location of the firm’s office;

d. Proposed fees and costs, although the Board is not bound to select the firm which proposes the lowest fees. The Board reserves the right to negotiate fees with the selected firm;

e. Information obtained by the Board from the firm’s references or other clients;

f. Best interests of the Seymour Public Schools;

h. The Board reserves the right to reject any or all proposals or part thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful legal firm;

i. The Board will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered;

j. The Board may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP; and

k. The Board may conduct interviews of the firms it determines to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, firms will be notified in advance of the proposed interview date. Interviews may be conducted either in person or remotely.

9. **GENERAL REQUIREMENTS AND CONDITIONS**
The selected provider shall be required to furnish proof of Professional Liability coverage with an aggregate limit not less than three million dollars within ten (10) days of receipt of Notice of Selection. The policy shall provide that all renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut.
10. **CONDITIONS**

Respondents to this RFP will be expected to adhere to the following conditions and must provide a statement to that effect in its submitted proposal:

a. Have personnel and resources sufficient to assure service continuity, and agree to maintain an adequate level of qualified personnel for the term of the Agreement;
b. Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided thereunder;
c. Agree that the Board or the firm may terminate the contract at any time with ninety (90) days written notice. In the event of termination, the Board shall pay the firm for all services rendered prior to termination.
d. Agree to accept and follow management direction from the Board and specifically, the Superintendent of Schools;
e. Agree to conform to all applicable local, state and Federal laws and the policies of the Seymour Board of Education;
f. Agree that if a contract is not in good faith negotiated between the selected firm and the Board within a reasonable period of time, the Board may withdraw its selection of the selected firm; and
g. Agree that payments to the firm by the Board will be made as agreed upon in the contract.

11. **CONFLICT OF INTEREST**

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Board.

12. **DISCIPLINARY ACTION**

Respondents shall provide a statement regarding any attorney affiliated with respondent who has, within five years prior to the date of submission of its proposal, been disciplined by the Grievance Committee of the State or by the Federal Bar, including the nature of the same and the outcome.

13. **TAXPAYER’S IDENTIFICATION NUMBER**

The selected respondent shall complete and submit the *Internal Revenue Service Form W-9, Payers Request for Taxpayer Identification Number*.

14. **ALTERNATIVES AND EXCEPTIONS**

Only slight additions or changes would be expected to be negotiated with the successful firm in order to resolve any variances between the proposal and the final contract. Respondents may submit alternate proposals or take exceptions to this RFP which deviate from the RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the Board is not bound to accept the same if it determines that they are not in the best interests of the Board.

15. **ADDITIONAL INFORMATION AND REVISION TO PROPOSALS**

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.
16. **EXCLUSIONS**
This RFP does not solicit proposals for representation for special education services, or for those matters that will be handled by attorneys selected by the Board’s insurance carriers for claims covered by the carriers.