

Via Google Meet
Dial +1 (617) 675-4444
PIN: 367 307 610 2651#
March 22, 2021 @ 6:00 p.m.

**Regional School District #4
Chester – Deep River – Essex – Region 4**

**AGENDA & NOTICE FOR JOINT BOARD OF EDUCATION
RFP LEGAL BID REVIEW COMMITTEE MEETING**

To: Members of the Chester, Deep River, Essex, and Region 4 Joint BOE RFP Legal Bid Review Committee

Subject: **March 22, 2021 Joint BOE RFP Legal Bid Review Committee Meeting**

Time: **6:00 p.m.**

Place: **Via Google Meet – To listen remotely please dial (US) +1 (617) 675-4444 PIN: 367 307 610 2651#**

(We kindly ask that you **please mute your phone immediately** upon connecting to the meeting as this will improve the audio quality for all participants. Google Meet may do this automatically, depending on the number of people already connected to the call. If so, pressing *6 will unmute your phone when it's time to speak)

If you are unable to be in attendance, please e-mail Jennifer Bryan in Central Office at jbryan@reg4.k12.ct.us.

Mission Statement

We, the communities of Chester, Deep River, Essex and Region 4, engage all students in a rigorous and collaborative educational program. We prepare our learners to be respectful citizens who are empowered to contribute in a globalized society.

AGENDA

- 1. Call to order - *meeting facilitator***
- 2. Verbal roll call**
- 3. Review draft and Finalize RFP for Legal Services (*encl #1*)**
- 4. Other considerations as needed**

Cc: Town Clerks, Chester, Deep River, and Essex

PUBLIC SCHOOLS OF CHESTER, DEEP RIVER, ESSEX,
REGION NO. 4 and the SUPERVISION DISTRICT

INVITATION TO BID

The Chester, Deep River, Essex, Region No. 4, and Supervision District Committee Boards of Education (“The Boards”) are soliciting bids for legal services for the Chester, Deep River, Essex, and Regional School District #4, and their Supervision District) (“The Districts”) for legal services beginning July 1, 2021.

Sealed Bids must be received by The Boards no later than **2:30 PM on Friday, April 30, 2021**. Bids shall be opened and publicly read at that time. *Facsimile or email bid responses will not be accepted.* Bids are to be sent to:

Bob Grissom
Finance Director
Superintendent’s Office
PO Box 187
1 Winthrop Road
Deep River, CT 06417
(860) 526-2417

After the opening of bids, no bid can be withdrawn for a period of ninety (90) days.

The Boards reserve the right to waive technical defects in bids; to reject any or all bids, in whole or in part, and to make such awards, in whole or in part, including accepting a bid or part of a bid, although not the lowest bid that in their judgment will be in the best interest of The Boards and The Districts.

The Boards do not discriminate on the basis of sex, race, religion or national origin.

1. INTENT

The Boards are soliciting proposals from qualified licensed full service law firms to represent The Boards and The Districts in basic legal matters and litigation, excluding litigation handled by attorneys selected by The Districts’ insurance carriers. The Districts anticipate engaging the services of the selected law firm starting July 1, 2021.

2. QUALIFICATION REQUIREMENTS

Respondents to this RFP must meet the following minimum requirements:

- 2.1 Member in good standing of the Bar Association of the State of Connecticut.
- 2.2 Member in good standing of the Bar of the United States District Court of Connecticut.
- 2.3 Must have experience with Federal and State Education laws and have a minimum of five (5) years working with or for Connecticut school district in all areas of service required herein.

- 2.4 Ability to provide same day response.
- 2.5 Assignment of a lead attorney with appropriate experience.
- 2.6 A minimum of three attorneys with experience in education law.
- 2.7 Must have no conflict of interest in representing The Boards or The Districts by also representing the Towns of Chester, Deep River and Essex.

3. SCOPE OF SERVICES

3.1 Background Information

Chester, Deep River, Essex and Regional School District #4 Public Schools serve the towns of Chester, Deep River and Essex. The Chester School District consists of Chester Elementary School (enrollment 201), The Deep River School District consists of Deep River Elementary School (enrollment 218), The Essex School District consists of Essex Elementary School (enrollment 280), and the Region No. 4 School District consists of the John Winthrop Middle School (enrollment 244) and Valley Regional High School (enrollment 597). The Supervision District provides shared services between the school districts. The Districts employ approximately 363 full and part time employees.

3.2 Specific Tasks

The successful legal firm will provide services including, but not limited to:

- 3.2.1 Represent and advise The Districts and individual staff on detailed requirements of educational law.
- 3.2.2 Consultation on personnel, labor relations, special education, student discipline and general school law via telephone, email, written correspondence and in person.
- 3.2.3 Contract analysis and interpretation.
- 3.2.4 Representation during collective bargaining negotiations both at the table and on a consulting basis, including mediation and arbitration.
- 3.2.5 Representation at meetings and before the Boards of Education on school law matters, including student discipline hearings, employee discipline, non-renewals, reductions-in-force, dismissal, and expulsion hearings.
- 3.2.6 When appropriate, review of student records, proposed and existing IEPs and case files, including an initial assessment of all potential appeals. Additionally, representation at due process hearings for special education.
- 3.2.7 In-service meetings with The Districts' administrators and/or staff.
- 3.2.8 Periodic advisory communications on school law matters.
- 3.2.9 Review and drafting of correspondence and policies on school matters.
- 3.2.10 Advise on legal Special Education issues.

4. TIMEFRAME

The successful legal firm will be expected to commence the provision of services commencing July 1, 2021.

5. PROJECT MANAGEMENT

The contract shall be managed for The Districts by the Superintendent of Schools or his/her designee.

6. PROPOSALS

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

6.1 Submission and Deadline

All proposals must be received by 2:30 pm, April 30, 2021. The original and one copy shall be submitted to:

**Bob Grissom
Finance Director
Superintendent's Office
PO Box 187
1 Winthrop Road
Deep River, CT 06417
(860) 526-2417**

Questions regarding this RFP may be directed to Bob Grissom, Finance Director, (860) 526-2417, extension 1454. Questions may be faxed at (860) 526-5469 and must be faxed not later than April 18, 2021.

6.2: Submittal Letter

Respondents shall submit a cover letter, addressed to the Finance Director, 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 Districts 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.

6.3 Experience

Respondents are to provide a summary of the firm's experience on similar types and sizes of engagements with emphasis on school districts in the State of Connecticut, and detail on experience with public sector employment law, and education law. This summary must include your firm's experience in the areas of services described in Section 3 (above), Scope of Services, provide detailed resumes of persons proposed to work directly with the District 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.

6.4 **References**

Legal 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 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.

6.5 **Budget/Fee Proposal**

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. The Districts request that the fee be in the form of an annual retainer, against which discounted rates will be billed. As part of the retainer, each response must provide the following for each year of the contract: (a) a single 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 you anticipate will result in a charge to The Districts, and the rate for each. Note that The Districts expect that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The Districts are exempt from payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included.

The Districts reserve the right to negotiate fees and payment schedules with the selected respondent. The Districts will not pay broker's fee or commission, nor will The Districts contract with an intermediary entity.

6.6 **Form of Contract**

The Districts intend to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of The Boards and The Districts. The form of contract for any award made as a result of this proposal will be a purchase order, referencing this RFP, which shall be considered as part of this contract. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. **If your firm will be requiring The Districts to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.**

7. **EVALUATION AND AWARD**

The following criteria will be used, without limitation, in evaluation of proposals and determining the most responsive legal firm:

- 7.1a The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted
- 7.1b The background and experience of the legal firm in providing similar services as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract
- 7.1c Location of Firm's office
- 7.1d Proposed fees and costs, although The Boards are not bound to select the legal firm who proposes the lowest fees. The Districts reserve the right to negotiate fees with the selected legal firm
- 7.1e Information obtained by the Districts from firm's references or other clients

7.1f Best interests of The Boards and The Districts

Proposals in response to this RFP will be reviewed against the criteria listed above.

7.2 Selection Procedures

The Districts intend to enter into a contract with the most responsible responsive legal firm whose proposal is determined to be in the best interest of The Boards and The Districts.

- 7.2a The Districts reserve 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.
- 7.2b The Districts will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- 7.2c The Boards and The Districts will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7 as referenced above. The Boards and The Districts may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- 7.2d The Boards and The Districts may conduct an interview of the legal firms it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, legal firms will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or by conference call. Respondents are advised that The Boards reserve the right to award this contract solely on the basis of the submitted proposals.

8. GENERAL REQUIREMENTS AND CONDITIONS

8.1.1 Insurance

The selected provider shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Finance Director. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions of renewal thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- 8.1.1 Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- 8.1.2 Workers' Compensation in accordance with Connecticut General Statutes.
- 8.1.3 Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Any changes to the legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.
- 8.1.4 The Chester, Deep River, Essex, Regional School District #4, and Supervision Districts are included as an Additional Insured, ATIMA under the Commercial General Liability and Employer's Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE

PROVIDED FOR “COMMENTS” ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers’ Compensation and Professional Liability coverage.)

- 8.1.5 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to The Districts. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the Superintendent of Schools or his/her designee.
- 8.1.6 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the legal firm by virtue of its promise to hold The Districts harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 8.1 herein, the legal firm shall be liable to, or for the benefit of, The Districts for the excess.
- 8.1.7 Insurance requirements and coverage may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the Superintendent or his/her designee.
- 8.1.8 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured by procurement of insurance on behalf of legal firm, at the legal firm’s expense, at The Districts’ option.

8.2 **Hold Harmless Agreement**

In addition to its obligation to provide insurance as specified above, the legal firm, their consultants, agents and assigns shall indemnify and hold harmless The Boards, including but not limited to, its elected officials, its officers, and agents from any and all claims made against The Districts, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the legal firm during the firm’s performance of its Agreement. The Districts agree to give the legal firm prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8.3 **Conditions**

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

- 8.3.1 The selected legal firm must have an office or facility in Connecticut. The specific location of the facility must be identified in the proposal submitted.
- 8.3.2 Have personnel/resources reserve sufficient to assure service continuity, and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- 8.3.3 Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
- 8.3.4 Agree that The Boards, The Districts and the legal firm may terminate the contract at any time with ninety (90) days written notice. In the event of termination, The Districts shall pay the legal firm for any services rendered prior to termination. However, if the selected legal firm has damaged The Districts in any way, such payment may be withheld until The Districts determine whether or by how much such payment should be reduced.

- 8.3.5 Agree to accept and follow management direction from The Districts and specifically, The Districts' designated personnel.
- 8.3.6 Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and policies of The Boards.
- 8.3.7 Agree that if The Districts cannot in good faith negotiate a written contract within a reasonable time with the selected legal firm, The Boards may unilaterally cancel its selection of that legal firm.
- 8.3.8 Agree that periodic payments to the legal firm will be made as agreed upon in the contract with The Districts.
- 8.3.9 Agree that the contract between The Districts and the legal firm shall be governed by and construed in accordance with the laws of the State of Connecticut and the policies of The Boards.

9. PRINCIPALS/COLLUSION

By Submission of a proposal, the legal firm does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

10. CONFLICT OF INTEREST

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing The Boards and The Districts.

11. DISCIPLINARY ACTION

Respondents shall provide a statement that no attorney affiliated with respondent has, within five years from the date of submission, been disciplined by the Grievance Committees of the State or Federal Bar.

12. AFFIRMATIVE ACTION STATEMENT

As a condition of doing business with The Districts, the legal firm must comply with all Federal laws, state statutes and executive orders pertaining non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

13. TAXPAYER'S IDENTIFICATION NUMBER

The selected respondent whether as individual, proprietor, partnership or a non-profit corporation or organization must fill out 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 legal firm in order to resolve any variances between the proposal and the final contract. Legal firm 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 Boards are not bound to accept them if it determines that they are not in the best interest of The Boards and The Districts.

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.

APPENDIX A

Chester, Deep River, Essex,
Regional School District #4, and Supervision District
PO Box 187
Deep River, CT 06417

The Boards are Equal Opportunity Employers, and will not transact business with firms that do not comply with all federal and state statutes and executive orders pertaining to non-discrimination.

In order to have your bid considered, you are required to complete and return the following Statement of Policy with the bid package.

STATEMENT OF POLICY

It is the employment policy of The Boards that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various equal employment opportunities and civil rights statutes noted above.

Date

Signed

(Name/Title of Company Officer)

Telephone

Street Address

City/State