

Gary Community School Corporation

REQUEST FOR PROPOSALS

LEGAL SERVICES

1. INTENT

Gary Community School Corporation (the "District") is soliciting proposals from qualified licensed attorneys or law firms to represent the District in basic legal matters and litigation, excluding any litigation handled by attorneys selected by school district insurance carriers. The selection of an attorney or law firm must be approved by the Distressed Unit Appeal Board ("DUAB"), which oversees the management of the District. The District anticipates selecting a law firm as soon as is practicable.

2. QUALIFICATION REQUIREMENTS

Respondents to this RFP must meet the following minimum requirements:

- 2.1 Member in good standing of the Bar of the State of Indiana.
- 2.2 Admitted to practice in all state and federal courts in the State of Indiana.
- 2.3 Must have experience with Federal and State Education laws and have a minimum of five (5) years working with or for Indiana school districts in 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 Must have no conflict of interest in representing The District, District employees, or the Emergency Management Team.

3. SCOPE OF SERVICES

3.1 Background Information

The District is located in Lake County, Indiana. The District covers nearly 57 square miles. The District operates ten schools with a total enrollment of approximately 5,000 students. There are approximately 400 employees, including professional, administrative and support staff.

3.2 Specific Tasks

The District requires the following services:

- 3.2.1 Represent and advise the District 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 on the telephone, via email 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 Consultation on District Community meetings and before the Advisory Board 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 IEP's and case files, including initial assessment of all potential appeals. Additionally, representation at due process hearings for special education.
- 3.2.7 Provide responses to OCR and other similarly filed complaints.
- 3.2.8 Periodic advisory communications on school law matters.
- 3.2.9 Review and drafting of correspondences and policies on school matters.
- 3.2.10 Advise on legal special education issues.
- 3.2.11 Represent the District at county board assessment tax appeals as authorized by the Emergency Management Team.
- 3.2.12 Supervise all litigation, and represent the District as needed.
- 3.2.13 Intervene on the District's behalf in property assessment challenges, and the sale of district assets.

4. TIMEFRAME

The selected Respondent will be expected to commence the provision of services immediately upon selection.

5. PROJECT MANAGEMENT

These legal services will be overseen by the District.

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 October 10, 2018. One original and (5) copies shall be submitted to:

Erma Patton
Executive Assistant to Emergency Managers
1988 Polk Street
Gary, IN 46407

Questions about this proposal may be directed to Ms. Erma Patton. All Respondents 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.

The following sections must be included in the Respondent's submission:

Section 1: Submittal Letter

Respondents shall submit a cover letter, addressed to the Emergency Management Team, 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, email and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the Respondent accepting all terms and conditions contained in the RFP, signed by an officer or other individual with authority to bind the Respondent.

Section 2: Experience

Respondents shall provide a summary of the firm or individual's experience on similar types and sizes of engagements with emphasis on school districts in the State of Indiana, and detail on experience with public sector employment law, and education law. This summary must include your firm's experience in the areas of service described in Section 3, Scope of Services, and Respondents should 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. The persons proposed to provide services may not be replaced or substituted without pre-approval by the District. Any person proposed to provide services that must be replaced or substituted must be replaced or substituted by a person with equal or greater experience and qualifications.

Section 3: References

Respondents must have a minimum of five years experience in the areas of law specified in the Scope of Services. A minimum of five (5) client references, which encompass the areas outlined in the RFP, including references from other local school districts and governmental agencies, should be submitted.

Section 4: Budget/Fee Proposal

All Respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payments to perform all services.

For a response that proposes an hourly rate, the response must contain the following for each year of the agreement:

- (a) a single hourly rate for all partners and a separate single hourly rate for all associates; and
- (b) hourly rate for clerical, paralegal or other professional.

Respondents may propose other payment arrangements, such as a monthly retainer.

All responses should provide a schedule of all out-of-pocket disbursements which the Respondent anticipates will result in a charge to the District, and the rate for each

The District expects that any reimbursable charges will be charged at the Respondent's actual cost, without additional mark-up. The District is exempt from payment of sales taxes imposed by the State of Indiana. Such taxes must not be included.

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

Section 5: Form of Contract

The District intends to discuss proposals with the Respondent or Respondents whose proposal is determined to be in the best interest of the District. The form of the contract for any award made as a result of this proposal will be a District purchase order, referencing this RFP, which shall be considered as part of the contract. The amount will be based on the fees shown in the selected proposal, as modified if necessary during negotiations. If the Respondent will be requesting the District to sign a separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the Respondent's proposal and this RFP, the terms of this RFP shall govern.

7. EVALUATION AND AWARD

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

- 7.1.1 The attorney's or legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- 7.1.2 The background and experience of the attorney or legal firm in providing similar series as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract.
- 7.1.3 Location of attorney's or legal firm's office.
- 7.1.4 Proposed fees and costs, although the District is not bound to select the attorney or legal firm who proposes the lowest fees. The District reserves the right to negotiate fees with the selected attorney or legal firm.
- 7.1.5 Information obtained by the District from attorney's or firm's references or other clients.
- 7.1.6 Best interests of the District.

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

7.2 Selection Procedures

- 7.2.1 The District 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 discuss terms with the successful attorney or legal firm.
- 7.2.2 The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- 7.2.3 The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7 as referenced above. The District may afford Respondents the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- 7.2.4 The District may conduct an interview of the Respondent it judges to be the most qualified to perform the services required, based upon the criteria in the RFP. If so, Respondents 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

District reserves 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 malpractice 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 Indiana. Any and all exceptions must be approved by the Emergency Management Team. Insurance coverage shall remain in full force for the duration of the agreement 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 to the District at least thirty (30) days prior to policy expiration.

8.2 Hold Harmless Agreement

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

8.3 Conditions

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

- 8.3.1 The selected Respondent must have an office or facility in Indiana. The specific location of the facility must be identified in the proposal submitted.
- 8.3.2 The selected Respondent shall 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.
- 8.3.3 Agrees to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.

- 8.3.4 Agrees that the District and the Respondent may terminate the relationship at any time with thirty (30) days written notice. In the event of termination, the District shall pay the legal firm for any services rendered prior to termination. However, if the selected legal firm has damaged the District in any way, such payment may be withheld until the District determines whether or by how much such payment should be reduced.
- 8.3.5 Agrees to conform to all applicable federal and state laws, ordinances and the policies of the GCSC Emergency Management Team.
- 8.3.6 Agrees that periodic payments to the Respondent will be made as agreed upon with the District.
- 8.3.7 The Agreement between the District and the Respondent shall be governed by and construed in accordance with the laws of the State of Indiana and the policies of the Emergency Management Team under the direction of DUAB.

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

Any Respondent shall represent and warrant that it has no conflicting representation that has not been fully disclosed to and waived by the District and the Respondent shall not undertake any representation that conflicts with the performance of services and obligations under an agreement with the District unless such conflicting representation has been fully disclosed to and waived by the District.

Any conflicting representation shall be promptly disclosed to the District consistent with the obligations under the Professional Rules of Conduct. After prompt disclosure has been made, the District shall determine whether such conflict is cause for termination of the agreement with the District. If after reviewing the conflicting representation the District determines there is no cause for termination of the agreement, the Respondent may represent any other present or future client in any matter that is not substantially related to the Respondent's work for the District.

The District shall only waive a conflict if: (i) Respondent is able to provide competent and diligent representation of the District and such other client; (ii) the representation is not prohibited by law; and (iii) the representation does not require the Respondent to assert a claim by one client against another client in the same litigation or other proceeding for a tribunal.

11. DISCIPLINARY ACTION

Respondents shall provide a statement that no attorney currently affiliated with Respondent has, within five years from the date of submission, been disciplined by The Indiana Supreme Court.

12. AFFIRMATIVE ACTION STATEMENT

As a condition of doing business with the District, the legal firm(s) must comply with all Federal laws, state statutes and executive orders pertaining to non-discrimination. All Respondents must complete an Affirmative Action Statement as part of the Agreement.

13. TAXPAYER'S IDENTIFICATION NUMBER

The selected Respondent whether as individual, proprietor, partnership or 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 selected Respondent 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 purposed and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

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.