

Request for Proposal for Legal Services

Inquiries and proposals should be directed to:

Dr. Julie Lauck, Superintendent

jlauck@valpo.k12.in.us

3801 N. Campbell

Valparaiso, IN 46385

219-531-3000

I. General Information

- a. **Purpose** – This *Request for Proposal* is to contract for legal services to be provided to the Valparaiso Community Schools Board of School Trustees (hereafter referred to as VCS). VCS is soliciting proposals from qualified attorneys and law firms to represent VCS and VCS Board of School Trustees in all legal matters, employment and labor relations, special education issues, business affairs, and financial responsibilities and issues.
- b. **Who may respond** – Attorneys currently licensed to practice law in Indiana, or law firms including such attorneys.
- c. **Instructions on Submission**
 - i. **Closing submission time and date** is no later than 3:00pm on July 13, 2018.
 - ii. **Required documents** must be hand delivered to the school corporation office located at 3801 N. Campbell, Valparaiso, IN 46385 in a sealed envelope. The envelope will be date stamped and indicated as received by the submission closing time/date with a signature by the receiving party.
- d. **Conditions of Proposal** – All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by VCS.
- e. **Instructions to Prospective Contractors** – the proposal must be hand delivered and submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:
 - Request for Proposal**
 - 3:00pm, July 13, 2018**
 - SEALED PROPOSAL for LEGAL SERVICES**

*failure to do so may result in premature disclosure of your proposal, thus resulting in disqualification of your proposal. It is the responsibility of the Proposer to insure that the proposal is received on time and is complete. Late, unsealed proposals will not be considered.

- f. **Right to Reject** – VCS reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
 - g. **Notification of Award** – It is expected that a decision selecting the successful proposal will be made within four (4) weeks of the closing date. Upon conclusion of final negotiations regarding the successful proposal, a contract will be voted upon at the first meeting of the Board of Trustees following the final negotiations.
- II. Scope of Services** – The Proposer shall be readily available to perform the following legal services, as requested by the Superintendent and/or VCS Board of School Trustees:
- a. Review drafts of contracts and leases
 - b. Advise on legal issues related to agency financial obligations and responsibilities
 - c. Advise on individual labor and employment matters

- d. Advise on student discipline matters
- e. Review and advise on all personnel, financial, and other policies, as well as agency bylaws
- f. Advise on responses to subpoenas, court orders, and requests for information from third parties
- g. Defend lawsuits, administrative claims, or other legal claims
- h. Conduct litigation as necessary
- i. All other required legal services and advisement as necessary yet to be determined as issues arise in the course of normal and reasonable business conducted daily by the Superintendent and VCS Board of School Trustees and all employees and charges under their care

III. Proposal Contents – The Proposer, in its proposal, shall, as a minimum, include the following:

- a. **Legal Experience** – The Proposer should describe its experience related to the areas outlined in the scope of services above. There is a particular interest in the following topic areas of school law, personnel and labor law, and knowledge of the function of the VCS Board of School Trustees.
- b. **Attorney Qualifications** – The Proposer must provide proof of qualification to practice law in Indiana.
- c. **Price** – The Proposer’s proposed price should include information on the hourly billing rates, retainer fees, and if there are any additional charges that will be added to scope of work such as, but not limited to: copies, faxes, electronic communication.

IV. Proposal Evaluation and Process

- a. **Proposal evaluation** – Each proposal will be reviewed in executive session by the Superintendent and the VCS Board of School Trustees on a properly advertised date, time, and location for such meeting.
- b. **To be considered** – The Superintendent and VCS Board of School Trustees will review all aforementioned documentation and conduct necessary interviews.
- c. Considerations in the RFP to determine the best overall candidate or firm based on level of individual(s) ability to work with the Superintendent and VCS Board of Trustees, cost, and knowledge.
- d. The final decision will be the responsibility of the VCS Board of School Trustees.

V. Contract Award – VCS reserves the right to award the contract in a manner deemed to be in the best interests of VCS.

- a. **Stability of Proposed Prices** - Any price quoted in the RFP must be valid for the period of the contract.
- b. **Amendment or Cancellation** – VCS reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interest of VCS.
- c. **Proposal Modifications** – No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by VCS. VCS, at its option, may seek Proposer retraction and

clarification of any discrepancy or contradiction found during its review of proposals.

- d. Proposer Presentation of Supporting Evidence** – Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that VCS deems necessary or appropriate to fully establish the performance capabilities represented in the proposals.
- e. Proposer Demonstration of Proposed Services and/or Products** – Proposers must be able to confirm their ability to provide all proposed services.
- f. Erroneous Awards** – VCS reserves the right to correct inaccurate awards. This includes revoking the awarding of a contract to a Proposer and subsequently awarding the contract to a different Proposer. Such action shall not constitute a breach of contract on the part of VCS because the contract with the initial Proposer will be deemed voided as if no contract were ever in place.
- g. Ownership of Proposals** – All proposals shall become the property of VCS and will not be returned.
- h. Ownership of Subsequent Products** – Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of VCS unless otherwise stated in the contract.
- i. Oral Agreement or Arrangements** – Any alleged oral agreements or arrangements made by Proposers with VCS will be disregarded in any proposal evaluation or associated award.
- j. Not a Contract** – This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP serves only as the instrument through which proposals are solicited. VCS will pursue negotiations with the chosen attorney or firm. If, for some reason, VCS and the initial Proposer fail to reach consensus on the issues relative to a contract, then VCS may commence contract negotiations with other Proposers. VCS may decide at any time to start the RFP process again. The selected Proposer will be required to sign a formal contract.
- k. Subcontractors** – VCS must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of VCS and that the Superintendent appointed by the VCS Board of School Trustees may communicate directly with any subcontractor as VCS deems necessary or appropriate. It is also understood that the successful Proposer shall be responsible for all payments of fees charged by the subcontractor(s). A performance evaluation of any subcontract shall be provided promptly by the successful Proposer to VCS upon request. The successful Proposer must provide the majority of services described in the specifications.

Valparaiso Community Schools
Request for Proposal – Legal Services

By signing and notarizing this document, I state and declare that the Participant/Law Firm listed below and I are in compliance, and will comply, with all of the requirements and certifications listed herein.

Signature

Date

Firm

Participant/Contractor

Address

Phone

Address

NOTARY Signature/Date

NOTARY STAMP