



## Request for Proposal Legal Services

Vernon Public Schools, Connecticut  
BID # VPS-FY24-001

Inquiries: William Meier, III  
Director, Business and Finance Office  
[wmeier@vernon-ct.gov](mailto:wmeier@vernon-ct.gov)

Proposals Due: Monday, November 13, 2023  
10:00AM EST

**LEGAL NOTICE  
REQUEST FOR PROPOSALS**

**VERNON PUBLIC SCHOOLS, CONNECTICUT**

***BID # VPS-FY24-001 - Request for Proposal Legal Services***

The Vernon Public Schools (the "District") is soliciting proposals from qualified, licensed, full-service law firms to represent the District in basic legal matters and litigation, excluding matters of special education services and services managed by attorneys selected by school district insurance carriers. The District anticipates entering a three (3) year agreement with the selected law firm starting January 2, 2024. A firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

Questions about this RFP should be directed to the Director of Business and Finance, William Meier, by e-mail at [wmeier@vernon-ct.gov](mailto:wmeier@vernon-ct.gov), no later than October 27, 2023. Answers to all received questions shall be posted by 12:00 p.m. noon, November 2, 2023 on the Vernon Public School's website at <https://www.vernonpublicschools.org/departments/business-office/bids> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/das> by referencing BID # VPS-FY24-001 - Request for Proposal Legal Services. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

One (1) original, five (5) copies and one (1) electronic copy of all proposals should be submitted in a sealed envelope, with **"BID DOCUMENT – DO NOT OPEN – BID # VPS-FY24-001 – Request for Proposal Legal Services"** clearly marked on the outside of the envelope, to: William Meier, Director of Business and Finance, Vernon Public Schools, 30 Park Street, Vernon, Connecticut 06066, no later than 10:00 a.m., November 13, 2023; at which time proposals shall be opened and read aloud publicly at 30 Park Street, Vernon, Connecticut 06066, in the third floor conference room. **E-mailed, faxed or late bids will not be accepted.** Bid results will be posted on the Vernon Public School's website.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBE's, WBE's, SBE's are encouraged to apply. The Vernon Public Schools reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Vernon Public Schools.

**Confidentiality** - If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Vernon Public Schools shall endeavor to protect confidential material from disclosure to non- Vernon Public Schools employees to the extent permitted by State or Federal law. In no event will the Vernon Public Schools be responsible for the inadvertent disclosure of your response to this RFP.

*William Meier III, Director of Business and Finance*

# VERNON PUBLIC SCHOOLS

## REQUEST FOR PROPOSALS

### LEGAL SERVICES

#### 1. INTENT

The Vernon Public Schools (the "District") is soliciting proposals from qualified, licensed, full-service law firms to represent the District in basic legal matters and litigation, excluding matters of special education services and services managed by attorneys selected by school district insurance carriers. The District anticipates entering a three (3) year agreement with the selected law firm starting January 2, 2024.

#### 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 three (3) years working experience with or for Connecticut school district in all areas of service required herein.
- 2.4 Ability to provide same day response.
- 2.5 Ability to attend Vernon Board of Education meetings (day or night) as needed.
- 2.6 Assignment of a lead attorney with appropriate experience.
- 2.7 Must have no conflict of interest in representing the Vernon Board of Education by also representing the Town of Vernon.

#### 3. SCOPE OF SERVICES

##### 3.1 Background Information

Vernon is a suburban town located in Tolland County, Connecticut, with an approximate population of 30,215. Vernon Public Schools is a school district with 2023-24 enrollments of 3,137 students with a 2023-24 operating budget of \$57,867,876. The District maintains seven (7) schools, 5 elementary (PreK-5), 1 middle school (6-8), and 1 high school (9-12). The District is in DRG (District Reference Group) G. The District employs approximately 870 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 District and individual staff on detailed requirements of educational law.
- 3.2.2 Consultation on personnel, labor relations, student discipline, environmental law and general school law both on the telephone 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.

**VERNON PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
LEGAL SERVICES**

- 3.2.5** Representation at meetings and before the Vernon Board of Education on school law matters, including student discipline hearing, employee discipline, non-renewals, reductions-in-force, dismissal, and expulsion hearings.
- 3.2.6** When appropriate, review of student records.
- 3.2.7** In-service meetings with district's administrators and/or staff.
- 3.2.8** Periodic advisory communications on school law matters.
- 3.2.9** Review and drafting of correspondence and policies (with a shared substantive policy manual) on school matters.

#### **4. DURATION**

The successful legal firm will commence the provision of services on or about January 2, 2024 and the term of the resultant contract will expire January 1, 2027 with the possibility on two one-year extensions after the initial term.

#### **5. PROJECT MANAGEMENT**

The Superintendent of Schools or designee shall manage the contract for the District.

#### **6. PROPOSALS**

Respondents to this RFP are hereby notified by the District 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**

The District's Business Office must receive all proposals no later than 10:00 a.m., November 13, 2023. One (1) original, five (5) copies and one (1) electronic copy shall be submitted by respondents to: **Vernon Public Schools, Business Office, 30 Park Street, Vernon, CT 06066**. Questions regarding this RFP may be directed to Director of Business and Finance, William Meier. Questions may be emailed to [wmeier@vernon-ct.gov](mailto:wmeier@vernon-ct.gov) but must be date stamped not later than October 27, 2023.

All firms furnished with a copy of this RFP but who decide not to offer a Proposal to the District are asked to submit a negative reply. The Board encourages specific comments and observations by respondents.

##### **Section 1: Submittal Letter**

Respondents shall submit a cover letter, addressed to the Director of Business and Finance, 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 District 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.

##### **Section 2: 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,

**VERNON PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
LEGAL SERVICES**

and detail on experience with public sector employment law, and education law. This summary must include the firm's experience in the areas of services described in Section 3, 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.

**Section 3: References**

Legal firms must have a minimum of three years' experience in all areas of law specified in the Scope of Services. A minimum of three (3) client references, which encompass the areas outlined in this RFP, especially other local school districts and governmental agencies, should be submitted. The firm's 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.

**Section 4: 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. Each response must provide the following for each year of the contract: a. an hourly rate for all partners/principles, and a separate hourly rate for all associates; b. an hourly rate for clerical, paralegal or other professional employees expected to provide services to the District; and c. a schedule of all out-of-pocket disbursements which the firm anticipates will result in charges to the District, and the rate for each. Note that the District expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The District is exempt from payment of excise, transportation, and sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal.

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

**Section 5: Form of Contract**

The District intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined by the District to be in the best interest of the District. The form of contract for any award made because of this proposal will be a District purchase order, referencing this RFP, which shall be considered a 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 requires the District 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**

7.1 The District will use the following criteria, without limitation, in evaluating proposals and determining the most responsive legal firm:

7.1.1 The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.

**VERNON PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
LEGAL SERVICES**

- 7.1.2** 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.
- 7.1.3** Proposed fees and costs, although the District is not bound to select the legal firm who proposes the lowest fees. The District reserves the right to negotiate fees with the selected legal firm.
- 7.1.4** Information obtained by the District from firm's references or other clients.
- 7.1.5** Best Interest of the District.

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

## **7.2 Selection Procedures**

The District intends to enter a contract with the most responsible responsive legal firm whose proposal is determined by the District to be in the best interest of the District.

- 7.2.1** The District reserves the right to reject any or all proposals or parts 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.
- 7.2.2** The District will initially review all proposals to determine responsiveness. The District will not consider any proposal that fails to address all requested requirements or is otherwise incomplete.
- 7.2.3** The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7.1 as referenced above. The District may afford firms 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 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 of the interviews by representatives of the District in advance of the proposed interview date. If considered necessary by the District, interviews will be conducted either in person or by virtual means. Respondents should note that the District reserves the right to award this contract based solely on the submitted proposals.

## **8. GENERAL REQUIREMENTS AND CONDITIONS**

### **8.1 Insurance**

The selected firm shall furnish the District's Director of Business and Finance proof of the following insurance coverage within ten (10) days of receipt of its Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut, which the District has approved. The District's Superintendent or his/her designee will be responsible for such approval. Insurance coverage shall remain in full force for the duration of the Contract term, including all extensions or renewals thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. The selected firm shall furnish all renewal certificates to the District's Director of Business and Finance at least thirty (30) days prior to policy expiration.

**VERNON PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
LEGAL SERVICES**

- 8.1.2 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.
- 8.1.3 Workers' Compensation in accordance with Connecticut General Statutes.
- 8.1.4 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.
- 8.1.5 The Vernon Board of Education must be included by the selected firm as an Additional Insured, under the Commercial General Liability and Employer's Liability Insurance Policies. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverage.)
- 8.1.6 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. The selected firm shall bring any exceptions to the attention of the District's Director of Business and Finance for review and acceptance.
- 8.1.7 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 District 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 District for the excess.
- 8.1.8 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 District's Director of Business and Finance.
- 8.1.9 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof by the legal firm may, at the District's option, be considered as a material default by the legal firm in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured, at the District's option, by procurement of insurance on behalf of the legal firm, at the legal firm's expense.

**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 Vernon Board of Education, including but not limited to, its elected officials, officers, employees and agents, from any and all claims made against the District, 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 District agrees 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**

**VERNON PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
LEGAL SERVICES**

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 submitted:

- 8.3.1** That the respondent has an office or facility in Connecticut and include the specific location of such office/facility in the proposal submitted.
- 8.3.2** Have personnel/resources reserve sufficient to assure service continuity of the Respondent's firm, and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- 8.3.3** Agree not to counsel and/or represent any new client on matters adverse to the Town of Vernon or its Board of Education while serving as counsel to the Vernon Board of Education. If the Respondent currently represents any client on a matter(s) adverse to the Town of Vernon or its Board of Education, the Respondent must provide a statement explaining each matter involving the Town of Vernon and, for each matter, a proposal on how the conflict will be resolved.
- 8.3.4** Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
- 8.3.5** Agree that the District and the legal firm may terminate the contract at any time with ninety (90) 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 by the District until the District determines whether or by how much such payment should be reduced.
- 8.3.6** Agree to accept and follow management direction from the District and specifically, the District's designated personnel.
- 8.3.7** Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut, and the policies of the Vernon Board of Education.
- 8.3.8** Agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected legal firm, the District may unilaterally cancel its selection of that legal firm.
- 8.3.9** Agree that periodic payments to the legal firm will be made as agreed upon in the contract with the District.
- 8.3.10** Agree that the contract between the District 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 Vernon Board of Education.

**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 Vernon Board of Education.



**VERNON PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS  
LEGAL SERVICES**

**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. 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*.

**13. 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 District is not bound to accept them if it determines that they are not in the best interest of the District.

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

Information may be provided by the District 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.

**15. EXCLUSIONS**

This RFP includes no special education services, or services that will be handled by attorneys selected by school district insurance carriers for specific covered claims.