



Germantown Central School District

123 Main St, Germantown, New York 12526-5338

Request for Proposal Legal Counsel

Proposals may be submitted by mail, or delivered in person by;

Date: Thursday, May 25, 2023

Time: 12:00 pm

Care of: Ryan Smith, School Business Administrator

Address: 123 Main St

Germantown, New York 12526-5338

This request for proposal is for the purpose of selecting school district legal counsel. The District is seeking counsel commencing on July 1, 2023 – June 30, 2024, with the potential of extension up to four additional years.

Sealed proposals for School District Legal Counsel are requested by the Board of Education of the Germantown Central School District. All proposals should be submitted to Ryan Smith, School Business Administrator, on or before 12:00 PM, Thursday, May 25, 2023.

The Germantown Central School District employs approximately 189 individuals represented by the following bargaining units:

- GTA (Germantown Teachers Association)
Teachers (approx 70 Employees)
 - Contract Expires June 30, 2025
- GAA (Germantown Administrators Association)
Principals and Directors (4 employees)
 - Contract Expires June 30, 2025
- GSA (Germantown Support Association)
Support Staff including Teaching Assistants (approx 35 employees)
 - Currently still under negotiation anticipated to expire 2026
- Superintendent
 - Contract Expires June 30, 2025
- Business Administrator
 - Contract Expires June 30, 2023
- Management Confidential
Various positions throughout the district.
 - Agreements expire according to individual contract term.

The District is a component of the Questar III BOCES. The 2022-2023 budget is in the amount of \$16,904,170 and the plan is to present a budget to the voters on May 16, 2023 in the amount of \$17,300,000.

The Board of Education is a seven member board with 4 year terms. Two member terms will end in the 2022-2023 school year, and 2 more for the 2023-2024 school year . The district is Pre-Kindergarten through grade 12 district, one campus with approximately 480 students in attendance and approximately an additional 25-30 registered and attending out of district or alternative programs.

NATURE OF THE SERVICES REQUESTED

The School District Legal Counsel serves as chief legal advisor to the Board of Education and its administrative staff. Services shall include, but not be limited to, the following:

Employment law, including Civil Service Law Section 75 and Education Law Section 3020-a disciplinary proceedings, Public Employment Relations Board hearings, employment contract interpretation, harassment and discrimination investigations and report preparation, all phases of the negotiations process.

Representing the District before the Public Employment Relations Board, the Division of Human Rights, the EEOC, state and federal courts, and administrative agencies.

Federal and State special education laws and procedures, including conducting impartial hearings.

Student matters, including student discipline and superintendent's hearings.

Appeals to the Commissioner of Education.

Construction & Business law.

Election law.

Evaluation and development of district policies and procedures.

Provide input, recommendations, and training as pertains to topics such as but not limited to sexual harassment, the Americans with Disabilities Act, and Family Medical Leave Act.

Act as legal counsel for the district and/or its officers, agents, and employees, including being present at meetings both formal and informal as required by the Board of Education and/or the Superintendent of Schools (and/or his or her designee). Regular and special meetings of the Board of Education are held on the second and fourth Wednesday of each month.

Act as legal counsel for the district in all actions and proceedings brought against the District.

Cooperate with the District's insurance carrier in all matters.

TERMS OF ENGAGEMENT

A three-year agreement is considered subject to annual review by the Board of Education. This agreement may be terminated upon 30 days' written notice by the Board of Education subject solely to payment of fees and disbursements as of the date of termination.

QUALIFICATIONS AND EXPERIENCE OF THE FIRM AND FIRM'S STAFF

Proposals should detail the firm's individual's experience in Education and Municipal Law including information on specific counsel(s) to be assigned to the district. Include information and experience in specific areas of law. For example:

Activities in the field of Education Law - work with Commissioner of Education, committees served on, etc.

Litigation experience – number of years for each district and what firm did for that district.

Workshop experience – how often workshops and seminars were presented or attended.

Each proposal submitted must include a list of current school district clients. The information should include contact name, title, address, and telephone number.

BOARD OF EDUCATION PROCESS

The original copy of all proposals received will be kept on file in the Business Office.

THE BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR ANY PARTS OF PROPOSALS.

Proposals will be evaluated by the administrative staff of the Germantown Central School District. During the evaluation process, the district reserves the right, where it may serve the District's best interest, to request additional information or clarification from those submitting proposals.

It is anticipated that the selection of a firm will be completed by June 14, 2023. Following the notification of the selected firm, a contract will be executed between both parties to be provided by the selected legal counsel.

CRITERIA FOR SELECTION

The selection process will include, but not be limited to evaluation in the following areas:

Fee structure, size of firm, years of experience in Municipal and Education Law with clients of similar size and complexity and references.

REQUIREMENTS FOR PROPOSALS

All proposals must be received by Ryan Smith, School Business Administrator, no later than May 25, 2023, at 12:00 PM. The district reserves the right to accept proposals that are delayed due to fault of the postal service or delivery agency.

Each firm shall submit one original and one copy to the following address:

Germantown Central School District
123 Main Street
Germantown, NY 12056

Proposals are to be submitted in a sealed envelope clearly labeled "School District Legal Counsel Proposal."

The non-collusion statement provided should be signed and returned along with the proposal.

All proposals and accompanying documentation become the property of the Germantown School District. The district shall not divulge any information presented in the RFP to anyone outside the district without written approval of the firm.

PROPOSAL INFORMATION

Each proposal will clearly state:

The fees to be charged to the District. If an annual retainer is charged, the number of hours included in that fee should be stated in addition to the fee per hour in excess of the retainer.

Names and resumes of personnel to be assigned as School District Legal Counsel, including the partner(s) in charge. It is fully expected that the personnel indicated will be those assigned.

A list of experience in the performance of the requested services for the school districts of municipalities in New York State and the years of such experience.

Responses to this request for proposal should include an affirmation that there are no conflicts of interest between the firm and the Germantown Central School District.

Each proposal should include the firm name, address, telephone number, signature of official and date.

INQUIRIES

All inquiries concerning this RFP should be directed to:

Ryan Smith, School Business Administrator
Germantown Central School District
123 Main St
Germantown, NY 12526
(518) 537-6281 ext 2308
rsmith@germantowncsd.org

Firm Information

Name of Firm:
Address:
Telephone:
Fax:
E-Mail Address:
Web/blog site address:
Contact Person, Name and Title:
Name and qualifications of Principal counsel to be assigned to the district:
Name and qualifications of the team members that may be assigned to the district:
Name of Senior Counsel:
Signature of Senior Counsel:

Legal Counsel Reference Form

Please list up to (3) three references that your firm has serviced in a manner similar in scope to the specifications contained in this Request for Proposal. References are a part of the proposal documents and failure to supply these references may result in the rejection of your proposal.

1. School District / Public Sector: _____
Contact Name / Title: _____
Address: _____

Telephone: _____ Email: _____
Date(s) of Service: _____

2. School District / Public Sector: _____
Contact Name / Title: _____
Address: _____

Telephone: _____ Email: _____
Date(s) of Service: _____

3. School District / Public Sector: _____
Contact Name / Title: _____
Address: _____

Telephone: _____ Email: _____
Date(s) of Service: _____

Have you ever failed to complete any contract awarded to you? YES / NO

If so, when where and why? _____

Have liens or lawsuits of any kind ever been filed against you or any officer, director, or partner of your organization, arising out of any of your contract? YES / NO

If so, please provide detailed explanation: _____

NON-COLLUSIVE PROPOSAL CERTIFICATION

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

By submission of this proposal, the proposer certifies that he/she is complying with Section 103-D of the General Municipal Law as follows: Statement of non-collusion in proposals and proposals to political subdivisions of the state: Every proposal or proposal hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive proposing is required by statute, rule, regulation, or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury:

Non-Collusive Proposal Certification:

a) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- 3) No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) A proposal shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the forgoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore. Where (a) (1) (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publications of revised price lists for such items or (c) sold the same items to other customers at the same prices being proposal, does not constitute, without

more, a disclosure within the meaning of subparagraph one (a). Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or goods sold or to be sold, where competitive proposing is required by statute, rule, regulation or local law, and where such proposal contains the certification referred to in subdivision II of this section, shall be deemed to have authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

The proposer affirms the above statement as true under the penalties of perjury.

Name (please print)

Signature

Date

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor and any assignee or subcontractor and, in the case of a joint proposal, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Proposer/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Proposer/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Proposer/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended, or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the district receive information that Proposer/Contractor is in violation of the above- referenced certification, the district will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the district shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Proposer/Contractor in default. The district reserves the right to reject any proposal or request for assignment for a Proposer/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Proposer/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the of the Corporation and that neither the Proposer/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2022

Notary Signature: _____ Date: _____

Notary Seal:

Hold Harmless Agreement

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Germantown Central School District Board of Education, Germantown Central School District, or any officer, agent, servant, or employee of the Germantown Central School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of;

A. Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused.

B. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Germantown Central School District, Germantown Central School District Board of Education, or any officer, agent, servant, or employee of the Germantown Central School District on any claim or demand and shall satisfy any judgment that may be rendered against the Germantown Central School District, Germantown Central School District Board of Education, or any officer, agent, servant, or employee of the Germantown Central School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible to insulate all the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2022

Notary Signature: _____ Date: _____

Notary Seal:

PROPOSER WARRANTIES AND CERTIFICATION

- A. We warrant that we are willing and able to comply with State of New York laws and regulations.
- B. We are willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. We will not delegate or subcontract our responsibilities under an agreement without the express prior written permission of the Germantown Central School District.
- D. We warrant that all information provided by us in connection with this proposal and documents are true and accurate.
- E. We warrant that we have read the Request for Proposal (RFP) to provide the service of administering the District's Security Services and fully understand its intent. We certify that we have adequate personnel, equipment, and access to facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be reviewed by the district, which will develop a recommendation for the Board of Education's consideration regarding the selection of the most advantageous agency proposal.
- F. We understand that all information included in, attached to, or required by this RFP shall become public record upon delivery to the district. We certify that the completion of the Proposal is a binding commitment to provide the service of administering the district's Special Education Related Services requested as proposed herein.
- G. We certify, under penalty of perjury, that our agency has implemented written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment training to all of our employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the NYS Labor Law.

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)