



REQUEST FOR PROPOSAL FOR LEGAL SERVICES

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

**Roberta Julian
Administrative Assistant to the Superintendent
West Lafayette Community
School Corporation**

**1130 N. Salisbury Street
West Lafayette, IN 47906**

I. GENERAL INFORMATION.

- A. **Purpose.** This request for proposal (RFP) is to retain legal services to be provided to the **West Lafayette Community School Corporation.**
- B. **Who May Respond.** Attorneys currently licensed to practice law in **Indiana**, or law firms including such attorneys, may respond to this RFP.
- C. **Instructions on Proposal Submission.**

1. **Closing Submission Date.** Proposals must be submitted no later than **4:00 pm on April 22, 2022.**

2. **Inquiries.** Inquiries concerning this RFP should be mailed to:

Roberta Julian
Administrative Assistant to the Superintendent
West Lafayette Community School Corporation
1130 N. Salisbury Street
West Lafayette, IN 47906

Or e-mailed to: julianr@wl.k12.in.us

3. **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 the West Lafayette Community School Corporation (hereinafter referred to as WLCSC).

4. **Instructions to Prospective Contractors.** Your proposal should be addressed as follows:

Roberta Julian
Administrative Assistant to the Superintendent
West Lafayette Community School Corporation
1130 N. Salisbury Street
West Lafayette, IN 47906

Or submitted via Email:

julianr@wl.k12.in.us

It is important that the proposal be submitted with the following information:

Request for Proposal
4:00 pm, April 22, 2022
PROPOSAL for Legal Services

Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Proposer to ensure that the proposal is received by WLCSC, by the date, time and in the manner specified above. Late, unsealed proposals will not be considered.

5. **Right to Reject.** WLCSC 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.

6. **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, all other Proposers will be informed, in writing, of the name of the successful Proposer.

D. **Description of Entity.** WLCSC is a public-school corporation serving the West Lafayette community. WLCSC provides quality public education students in grades K-12.

WLCS is a high-performing district serving the West Lafayette Community.

Additional information related to WLCSC is available at our website: www.wl.k12.in.us.

II. SCOPE OF SERVICES. The Proposer shall be readily available to perform the following legal services, as requested by the Superintendent (Building and District Administrators in conjunction with the Superintendent) and/or School Board:

The School Board may appoint a legal counsel whose duty shall be to advise the Board and the Superintendent and others as designated by the Superintendent on specific legal problems submitted by the Superintendent and to make such recommendations as required. The legal counsel shall also represent the Board where required by law.

Any contract requiring an Opinion of Counsel as a condition of closing a lease, bond, tax warrant, or similar transaction shall be reviewed by legal counsel.

Additionally, in order to ensure compliance with all local, State, and Federal ordinances, laws, regulations, applicable case law, and government grant requirements, the Superintendent shall have all contracts, leases, and agreements meeting the criteria specified below reviewed by legal counsel before presentation to the Board for approval:

- A. any agreement to settle any lawsuit, claim, dispute, or administrative action
- B. any contract for the sale, lease, or purchase of real estate
- C. any contract for construction, renovation, remodeling, demolition, or other public work

- D. any contract for professional services obligating the Corporation or the Board beyond the current fiscal year
- E. any contract obligating the Corporation or the Board to make purchases or payment for goods, work, or services on an ongoing basis beyond the current fiscal year
- F. any collective bargaining agreement
- G. any employment agreement
- H. any contract involving intellectual property, including trademarks, copyrights, patents or naming rights
- I. any contract requiring use of a single vendor's products or services
- J. any contract for insurance or surety, fidelity, performance, or payment bonds
- K. any contract for medical or healthcare services
- L. any contract requiring payment in excess of \$50,000 for public works, goods, or services

The attorney or firm will serve as attorneys for the School Corporation and provide legal services to the Corporation as requested. The attorney or firm will attend Board meetings upon request and will provide services to the superintendent and other school officials as authorized by the Board.

The attorney or firm will agree to perform the requested services, except as noted, for an annual fee of \$X,XXX. This annual fee includes providing legal advice and services on an as needed basis to the superintendent, administrators and the Board. It is understood that this fee will be paid in equal installments in intervals mutually agreed upon by the school corporation and the attorney or firm. If it becomes necessary for the attorney or firm to represent the Corporation in litigation, student discipline or expulsion cases, teacher or employee administrative or employment proceedings, collective bargaining negotiations or disputes, risk management consulting or other matters which the attorney or firm and Corporation agree are beyond the scope of the annual fee, the attorney or firm agree to do so at our set rate. The set rate is \$X,XXX.

If it becomes necessary for the attorney or firm to provide services relating to a bond issuance or other financing, the attorney or firm will negotiate the fee with the Corporation. Proposed fees for these services will be a best estimate of the time required to provide services to the Corporation over the term of the bond, lease or other financial facility. The attorney or firm will be required to provide services for post-issuance compliance and other matters for the entire term of the bond, lease or other financial facility.

III. PROPOSAL CONTENTS. The Proposer, in its proposal, shall, as a minimum, include the following:

- A. Basic Information**
- B. Number of Years Practicing Law**
- C. Experience**
- D. Awards**
- E. Reviews and References**
- F. Successful Track Record**
- G. Link to website**
- H. Price.**

IV. PROPOSAL EVALUATION.

- A. **Submission of Proposals.** All proposals shall include one (1) original and three (3) copies.
- B. **Evaluation Procedure and Criteria.** WLCSC Superintendent and Board Officers will review proposals and make recommendations to the School Board for final approval. The Superintendent and/or School Board may request a meeting with some qualified Proposers prior to final selection. Proposals will be reviewed in accordance with the following criteria:
1. **Basic Information**
 2. **Number of Years Practicing Law**
 3. **Experience**
 4. **Awards**
 5. **Reviews and References**
 6. **Successful Track Record**
 7. **Link to website**
 8. **Price**
- C. **Required Format for Proposals.** All proposals must follow the required format. Failure to follow the required format may result in disqualification of a proposal:
1. Page Limit: 12, including cover page
 2. Attorney Qualifications section should be attached and is not included in the page limit
 3. Page Size: 8 ½ x 11; portrait
 4. Font Size: 12
 5. Font Type: Times New Roman
 6. Double-spaced
 7. Margins: 1" minimum on the top, bottom, and sides of all pages
 8. All pages must be numbered; double-sided printing is acceptable
 9. Do not use material in proposals dependent on color distinctions, animated electronics, etc.
 10. Do not place proposals in notebooks or binders. Metal clips may be used to bind pages together.
 11. Do not include attachments other than those requested or required by this RFP.

V. **QUESTIONS.**

Questions for the purpose of clarifying the RFP must be submitted **in writing by email** and must be received no later than **4:00 p.m. on April 20, 2022.**

Questions must be emailed to Roberta Julian at julianr@wl.k12.in.us.

VI. GENERAL INFORMATION.

A. Contract Award

WLCSC reserves the right to award the contract in a manner deemed to be in the best interests of WLCSC.

B. Stability of Proposed Prices

Any price offerings from Proposers must be valid for a period of 30 days from the due date of the proposals.

C. Amendment or Cancellation of the RFP

WLCSC reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of WLCSC.

D. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by WLCSC. WLCSC, at its option, may seek Proposer retraction and clarification of any discrepancy or contradiction found during its review of proposals.

E. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that WLCSC deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

F. Proposer Demonstration of Proposed Services and/or Products

Proposers must be able to confirm their ability to provide all proposed services.

G. Erroneous Awards

WLCSC 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 WLCSC because the contract with the initial Proposer will be deemed voided as if no contract were ever in place.

H. Ownership of Proposals

All proposals shall become the property of WLCSC and will not be returned.

I. 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 WLCSC unless otherwise stated in the contract.

J. **Not an Agreement**

This RFP is not an agreement and, alone, shall not be interpreted as such. Rather, this RFP serves only as the instrument through which proposals are solicited. WLCSC will pursue negotiations with the highest scoring proposal. If, for some reason, WLCSC and the initial Proposer fail to reach consensus on the issues relative to a contract, then WLCSC may commence agreement negotiations with other Proposers. WLCSC may decide at any time to start the RFP process again. The selected Proposer will be required to sign a formal agreement.