**SAMPSON COUNTY SCHOOLS**

**REQUEST FOR PROPOSAL RFP #820-6-24**

**TITLE: LEGAL SERVICES**

USING DEPARTMENT: Sampson County Schools

Board of Education

ISSUE DATE: June 19, 2024

ISSUING DEPARTMENT: Sampson County Schools

Cyndi Mesimer, Chief Finance Officer

437 Rowan Rd.

Clinton, NC 28328

**INTRODUCTION:**

The Sampson County Board of Education, a/k/a Sampson County Schools (SCS) is seeking a legal firm to serve in the capacity of School Board Attorney. The attorney designated by the hired firm to represent the Sampson County Board of Education shall be well versed in education law, particularly federal and state statutory and case law governing public education, special education, civil service, human resources, and general municipal matters in North Carolina. In addition, the attorney should be able to provide a broad range of legal services and prepare legal documents required by the Board and the Superintendent in the day-to-day operations of Sampson County Schools.

**SCOPE OF SERVICES:**

The firm representing Sampson County Board of Education will provide services including, but not limited to, the following:

* Legal counsel and advice to the Board and Administration
* Attend all Board meetings, including Closed Session of the Board, and assist in maintaining closed session minutes
* Provide advice and consultation in respect to issues relating to Open Meetings Law and Public Records Law;
* Consult as needed with the Board and Board Chairperson, as well as the Superintendent/designee about legal matters;
* Represent and negotiate on behalf of the Board in legal matters;
* Review all potential Board decisions and contractual agreements and make recommendations to the Board;
* Be available upon short notice to handle time-sensitive matters;
* At least annually provide training to the Board of Education on procedural guidelines to conduct Board business and admonish and advise the Board when potential procedural violations appear imminent; and
* At all times serve as an advocate for the Board of Education.

**QUALIFICATIONS:**

Interested firms should meet the following minimum qualifications:

* Must be a legal firm in good standing, licensed to practice law in the State of North Carolina as of the date of appointment;
* Must have demonstrated experience in local government law, with a preference in Board of Education representation
* Attending attorney must have a minimum of 2 years of experience in representation of Boards of Education and in Robert’s Rules;
* Must have broad general experience in the practice of law, preferably in contracts, employment law, and criminal law, but must also be knowledgeable of the legal frameworks unique to Boards of Education (e.g., public finance, public records, competitive bidding, open meetings, ethics, and conflicts of interest, special education law) and
* Should be able to demonstrate qualified back-up representation.

**QUALIFICATIONS SUBMITTAL:**

In response to this RFP, each interested Attorney shall provide the following information:

* Full name of Firm, number of employees
* Address, telephone number, email address, and website address (if applicable);
* Resume demonstrating credentials for providing services for each attorney member dedicated to Sampson County Schools;
* Years in practice;
* Firm’s legal specialties or emphases of practice (the name of each attorney and number of years of relevant experience in the specified areas of practice);
* Listing of all current and previous Boards of Education entities for which the Firm has provided legal representation, including dates of service and position(s) held;
* Relevant legal experience that qualifies the Firm for the position of Board Attorney;
* Provide current insurance certificate to include General Liability of $1,000,000 for each occurrence with $2,000,000 General Aggregate, and Professional Liability of $1,000,000.
* List any other factors/information thought to be important for Sampson County Schools to consider.

All responses received for this Request for Proposal shall remain confidential until contract award.

**FEE STRUCTURE AND INVOICING**

All services are to be invoiced monthly and must include a detailed description of the matter invoiced, service provided, the date the service was provided, the time expended, the hourly rate, the charges, and reimbursable expenses.

Sampson County Schools shall not pay an hourly rate for the services of secretarial or other administrative staff. Administrative support is considered part of the outside counsel’s overhead and is built into its rate structure. Such administrative support includes the services of word processors, librarians, and any information technology professionals. While it may be appropriate to pay an hourly billing rate for the services of a paralegal, purely clerical and secretarial tasks (i.e. taking telephone messages, faxing, setting up case files) should not be billed at a paralegal or attorney rate, regardless of who performs them.

Firm shall provide professional fee rates in the chart below that include the hourly billing rate for personnel who will provide professional services for this project, which shall be guaranteed for the term of the contract.

|  |  |
| --- | --- |
| **Professional Fee Rates** | **Hourly Rate** |
| Partner Rate |  |
| Associate Rate |  |
| Paralegal Rate |  |

After reviewing the proposals, the Board may consider negotiating a monthly retainer agreement that will lend some predictability (to the extent possible) to the Board’s legal expenses.

**INSTRUCTIONS:**

Responses to this Request for Proposal will be due by 2:00 p.m., July 8, 2024. Late responses will not be accepted.

Proposals must be submitted directly to Cyndi Mesimer, Chief Finance Officer at the following address:

If delivered by US Postal Service: If delivered by any other means:

Sampson County Schools Sampson County Schools

Cyndi Mesimer, Chief Finance Officer Cyndi Mesimer, Chief Finance Officer

437 Rowan Rd. 437 Rowan Rd.

Clinton, NC 28328 Clinton, NC 28328

Attn: Legal Services RFP #820-6-24 Attention: Legal Services RFP #820-6-24

**AWARD OF CONTRACT:**

Sampson County Schools will evaluate proposals and may make an award to the Firm who best meets the needs of Sampson County Schools after considering all relevant factors. Sampson County Schools reserves the right to reject any and all responses and to waive any informality in its discretion.

After the proposals have been evaluated, Sampson County Schools may determine if Firms will be invited to present to the Board of Education on July 16, 2024. A contract should be awarded at the Board meeting on July 22, 2024*.*

**TERM OF CONTRACT:**

The term of the contract will be from August 1, 2024 through June 30, 2025. Sampson County Schools reserves the right to extend the contract an additional three years, in one-year increments, based on performance and funding.

**QUESTIONS:**

All questions shall be emailed to cmesimer@sampson.k12.nc.us. Questions will be due by 1:00 p.m., July 3rd.

**Sampson County Schools**

**EXECUTION**

**RFP 820-6-24**

By submitting this proposal, the potential provider certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. It can obtain insurance certificates as required within 10 calendar days after award and written notice to proceed will be given after receipt of insurance certificates.
3. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within thirty (30) days from the date submitted, to furnish the subject services as indicated.

Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***INSTRUCTIONS TO FIRMS***

1. **READ, REVIEW AND COMPLY:** It shall be the Firm’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Firms or elsewhere in this RFP document.
2. **LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Firm’s sole responsibility to ensure delivery at the designated office by the designated time and date.
3. **ACCEPTANCE AND REJECTION:** Sampson County Schools reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Firm, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION**: Sampson County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to Sampson County Schools, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of Sampson County Schools.
5. **EXECUTION:** Failure to execute the RFP in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **INFORMATION AND DESCRIPTIVE LITERATURE:** Firm shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Firm must submit with their proposal sketches, descriptive literature and/or complete specifications covering the services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #150 (1999), Sampson County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, Sampson County Schools will maintain confidential trade secrets that the Firm does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Firm, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Firm may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Firm that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Firms are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.
9. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Firm agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Firms are forbidden from having any communications with the using or issuing agency, or any other representative of Sampson County Schools concerning the solicitation, during the evaluation of the proposals (i.e., after receipt of the proposals and before the award of the Contract), unless Sampson County Schools directly contacts the Firm(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Firm shall not: (a) transmit to Sampson County Schools any information commenting on the ability or qualifications of any other Vendor to provide the advertised services; (b) identify defects, errors and/or omissions in any other Firm’s proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Firms not in compliance with this provision may be disqualified, at the option of Sampson County Schools, from the Contract award. Only those communications with Sampson County Schools are authorized by this RFP are permitted.
10. **WITHDRAWAL OF PROPOSAL**: A Proposal may be withdrawn only in writing and actually received Sampson County Schools prior to the date and time proposals are due. A withdrawal request must be on Firm’s letterhead and signed by an official of the Firm authorized to make such request. Any withdrawal request made after the date and time proposals are due shall be allowed only for good cause shown and in the sole discretion of Sampson County Schools.
11. **INFORMAL COMMENTS:** Sampson County Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of Sampson County Schools during the competitive process or after award Sampson County Schools is bound only by information provided in this RFP and in formal Addenda issued.
12. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Firm in preparing or submitting offers are the Firm’s sole responsibility; Sampson County Schools will not reimburse any Firm for any costs incurred prior to award.
13. **FIRM’S REPRESENTATIVE:** Each Firm shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
14. **SUBCONTRACTING:** Unless expressly prohibited, a Firm may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Firm includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Firm itself.
15. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Firm shall become the property of Sampson County Schools when received.