



**Edgemont Union Free School District
Business Office
300 White Oak Lane
Scarsdale, NY 10583**

The Board of Education of the **Edgemont Union Free School District** (hereinafter referred to as the "District") hereby invites the submission of proposals for the following professional services:

**GENERAL LEGAL COUNSEL
RFP # 2023-BO-005
Due Date: May 12, 2023**

Specifications and forms may be obtained from the District Main Office through Amy Moselhi or online at our district page beginning May 12, 2023. All addenda will be transmitted via posting on our district website.

The district is not responsible for proposals opened prior to the time and date of the opening if the identifying information does not appear on the envelope. Proposals opened prior to the time and date of the opening are invalid. The district reserves the right to accept each proposal by individual item, by category, by groups of items or as a whole, or in its discretion, to reject all proposals.

The district also reserves the right to waive any informality in the proposal process if determined to be in the best interest of the district. Proposals opened and read shall remain irrevocable for the contract period. The award of contracts, if at all, shall be made as soon as practicable after the opening. Any quantities, if shown, are estimates and not guaranteed.

The Board of Education reserves the right to consider qualification, experience, and reputation, as well as the specific qualifications of a proposer set out herein, in considering proposals and awarding the contract. The board of education reserves the right to reject any or all proposals in its discretion.

By order of the Board of Education
Purchasing Agent Dated: March 22, 2023

To All Proposers:

Please submit a sealed proposal for **General Counsel** for the Edgemont Union Free School District. The District will receive sealed proposals on, or prior to May 12, 2023, at 10 a.m. Proposals received after stated date will be returned to the sender, unopened. Proposals must be submitted in a sealed envelope plainly marked on the outside:

RFP# 2023-BO-005
General Counsel

Proposals will be opened on the stated date, but will not be read aloud. Any interested party may attend. There will be no discussion at the time of the opening of the proposals. The names of the proposing firms shall be available following the proposal opening.

Proposals shall be irrevocable for a minimum period of forty-five (45) days from the date of proposal opening. Alterations to said proposals must be submitted in writing. Consideration shall be given only to those alterations, which may be caused by unforeseen circumstances beyond the control of the firm submitting said proposal. The Purchasing Agent or his/her designee, shall make such determination.

The Edgemont Union Free School District Board of Education intends to engage the services of the firm which serves its best interest and reserves the right to reject any or all proposals it receives as a result of this RFP, to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the Edgemont Union Free School District to do so. No proposer shall have any legal, equitable or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the Edgemont Union Free School District, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful proposer.

Please read the attached material carefully before submitting your proposal. Incomplete proposals may not be considered.

Thank you very much for your cooperation.

I. PURPOSE

The Edgemont Union Free School District (hereinafter referred to as "the District") invites quotations from qualified firms to obtain General Counsel Services, which includes a combination of both Board and Labor Counsel Services.

In accordance with the District's policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of § 103 of General Municipal Law.

II. RECEIPT OF PROPOSALS

An original and ten (10) copies of the proposal must be submitted to the Business Office. Envelopes must be clearly marked Legal/General Counsel and the name and address of the Proposer. Proposals must be received no later than 10 a.m. on May 12, 2023 at the following address:

Amy Moselhi
Assistant Business Official
300 White Oak Lane
Scarsdale, NY 10583

There is no express or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals, attending pre-proposal conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the firm unopened.

III. SCOPE OF SERVICE

A. General Responsibilities

1. The legal firm will be expected to represent the School District and provide general legal advice to the Board of Education and administration in all matters as needed and possess demonstrated knowledge of:

- a) Laws of the State of New York
- b) Standards promulgated by the New York State Education Department
- c) Regulations of the Commissioner of Education
- d) Regulations of the Federal Government pertaining to Education
- e) New York State Civil Service Regulations
- f) Public Employee Labor Relations and Law
- g) Knowledge and understanding of the laws governing students with disabilities.
- h) More specifically, the legal firm selected must provide the following legal advice, counsel and services as part of the general and labor retainers respectively:

Board Counsel Retainer Services shall include, but not be limited to:

- On a daily basis, the firm will provide consultation with and advice to the Board of Education, Superintendent of Schools and administrative staff on a variety of legal issues. Legal advice on issues raised by the Superintendent of Schools or his designees includes matters pertaining to all aspects of

education law; procurement and general guidance with the capital work including but not limited to bond work, special education (excluding attendance at CSE meetings and/or 504 litigation and impartial hearings); student discipline (other than formal disciplinary hearings); guardianship; adoption; custody orders of protection; school district residency child protective services; subpoenas; Freedom of Information Law requests and other solicitation of district records, employee records and student records; foster child tuition matters; federal and state civil rights laws; advice regarding criminal law, commercial law; tax law, and governmental, municipal and political issues; school board and employee liability; student rights; recent and pending changes in state and federal laws affecting the governance and operation of a public school district; school board/district insurance plans; governance and operation of a public school district; school board/district insurance plans; Open Meetings Law and parliamentary law issues; environmental, health and safety matters (i.e. OSHA, etc.); legal rights of professional and support staff personnel; legality of policies, administrative regulations and procedures proposed by the Superintendent and the Superintendent's designees; legal issues affecting the Board of Education including annual elections, financial matters and legal aspects of school budgets; advice and counsel on issues arising under General Municipal Law section 103 respecting matters other than construction matters.

- Regular attendance at Board meetings and meetings with the Superintendent and his/her staff concerning legal issues is required. These meetings may include third parties who are doing business with the District.
- Negotiation, review and drafting of commercial contracts including contracts with third party vendors, municipal cooperation agreements and agreements between the School District and financial institutions; preparation of opinion letters in connection with these commercial transactions is included under the board counsel retainer.
- Negotiation and preparation of employment contracts between the School District, its Superintendent of Schools, and central office personnel including legal services provided in connection with the search for a new Superintendent of Schools
- As requested, "in-service" and/or other educational programs for staff at the direction of the Superintendent of Schools or Board of Education.

Labor Counsel Retainer Services shall include, but not be limited to:

- Representation of the School District during negotiations with the various collective bargaining representatives of the School District's employees and during all proceedings pursuant to Section 209 of the Civil Service Law (impasse procedures).
- Representation of the School District as labor counsel and negotiator during negotiation meetings with collective bargaining representatives of the

District's employees and during all proceedings connected with negotiations held pursuant to the Taylor Law (i.e. mediation, fact-finding, etc.) upon the direction of the District and attendance at all other meetings, formal and informal, preparation such memoranda of fact or law and any other documents, renders such advice as may be requested by the Board or the Superintendent, preparation, execution and delivery of all collective bargaining agreements.

- Provision of advice and counsel to the Superintendent and Board relating to all personnel, labor and negotiation matters including but not limited to advice rendered regarding all grievances filed pursuant to grievance procedures (other than arbitrations) which have been instituted by employees of the District; general advice regarding discharge of employees (including Civil Service Employees and professional employees appointed pursuant to the tenure law provisions of the Education Law); advice concerning threatened litigation and attendance at all meetings in connection therewith when attendance is requested; preparation of memoranda of fact or law and other documents in connection therewith. Provision of advice and counsel regarding the School District's personnel policies as they may impact upon collective bargaining or personnel matters and prepare such memoranda of law or fact as may be requested by the Board of Education or the Superintendent of Schools; provision of advice and counsel regarding union and employee rights under the Taylor Law including representational questions such as "appropriate unit" issues, management and confidential employee status and the duty to bargain; advice and counsel to the Board and Administration concerning tenure issues, including issues pertaining to appropriate tenure areas, layoff and recall rights.
 - Provision of advice and counsel regarding state and federal legislation as it may impact upon collective bargaining or personnel matters, prepares such memoranda of law or fact as may be requested by the Board of Education or Administration and attendance at all meetings as may be requested by the Board of Education or Administration.
 - As requested, "in-service" and/or other educational programs for staff at the direction of the Superintendent of Schools or Board of Education.
2. The following services shall be provided to the School District on an hourly rate basis outside of the lump sum retainers described above:
- Litigation which includes all adversarial matters involving the School District such as federal and state court litigation; proceedings before the Commissioner of Education, Public Employment Relations Board, New York State Division of Human Rights, Equal Employment Opportunity Commission, labor arbitrations, Section 3214 student disciplinary procedures, special education proceedings, Section 3020-a teacher disciplinary matters and Section 75 non-instructional employee disciplinary proceedings and investigations in connection with

consideration of the institution of such proceedings and investigations in connection with consideration of the commencement of such proceedings; tax certiorari proceedings; Workers' Compensation and Unemployment insurance litigation; and any other litigation before judicial, administrative or quasi-judicial bodies; adversarial challenges to the School District (e.g., investigation of the District by state and federal agencies including Office of the State Comptroller, District Attorney's Office, the Office of Civil Rights, threatened breach of contract or the investigation of a claimed civil rights violation).

Legal services in construction in connection with a construction litigation services and the;

- Review or development of construction contracts
- Legal services in connection with Real Estate matters; and
- Any other matters as the selected firm and the Board agree will be billed on an hourly basis.

3. Responsiveness and Time Requirements:

- a) The firm selected is expected to have qualified staff available by telephone for consultation during normal business hours, and occasional after hours as urgent needs may arise.
- b) The School District may require regular or periodic on-site consultation.
- c) Proposals must be mindful that retainer fees are without limit on the number of hours necessary to provide all legal services described in Section III(A)(1)(g) above.
- d) The firm will be expected to be able to meet with the Board of Education in the District on weekday evenings as may be necessary during the process of collective bargaining.
- e) Attend Board of Education meetings on weekday evenings as required.
- f) Actual hours required for the provision of legal retainer services:

The following information is provided for proposers to consider in the formulation of their proposals of a retainer fee. It should be noted that all legal services to date have been provided to the district on an hourly rate. Therefore, we can provide the total hours spent but not separated by retainer an hourly.

Year	Approximate total legal hours provided to the Edgemont Union Free School District during the indicated years including litigation and other hourly billable matters described in Section III (A) (1) (g) of this RFP.
2019-20	352
2020-21	414
2021-22	643

(The foregoing **does** include litigation and other hourly billable matters described in Section III (A) (1) (g) of this RFP.)

IV. PROPOSAL SUBMISSIONS

All proposals must be submitted in two parts. Part 1 must consist of responses to the management and qualifications items. Part 2 must consist of complete fee proposal. Incomplete submissions will not be considered for award. Proposals should not be excessively long, and should be submitted in a format that permits copying for review by the Board of Education. All materials submitted in response to this request for proposal shall become the property of the District.

PART 1 - Management and Qualifications

In setting forth its qualifications, each firm submitting a proposal shall:

- a) Provide the name of the firm as well as a brief description of its business activities and history.
- b) Provide information on how long the firm has been in business and length of its experience in providing school district legal/general counsel.
- c) Identify the firm's professional staff members who specifically will be involved in this engagement, the experience each possesses, and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all staff members who will provide services under this agreement.
- d) Provide a listing and description of similar contracts and/or projects awarded with other organizations giving dates of service.
- e) Provide the name and title of person(s) submitting the proposal, the firm's main office address, and primary and secondary points of contact and their telephone and fax numbers (including area codes.)
- f) Detail the experience your firm and its staff have in working with public sector clients. Describe how needs specific to the public sector were met. Highlight any experience specific to school districts.
- g) Provide client references. Include contact names, addresses and telephone numbers.

h) Provide any additional information that you feel would distinguish your firm in its service to the District.

PART 2 – Cost:

Each firm submitting a proposal shall:

Submit a lump sum fee proposal for all general counsel retainer services. The fee proposal must be an all-inclusive amount for the range of services described in Section III (A) (2) of this RFP, for one year. It is estimated that the total amount of time that may be required of counsel for the 2023-2024 school year under general counsel retainer fee will range from 300 to 450 hours. However, the foregoing is merely an estimate. Please refer to the Scope of Services Section of the RFP, Section III (A) (1) (g) above.

Each Firm responding to this Request for Proposal shall submit a proposed hourly rate for all matters as described in Section III (A) (2) above.

No additional billing will be allowed for parking, participant materials, or other incidentals. Additional billing will be allowed for other reasonably incurred expenses such as filing fees, court fees, arbitration fees, stenographic fees, Westlaw/lexis charges and air/train travel.

V. BACKGROUND

The Edgemont Union Free School District is located in southern Westchester County. The District's offices are located in the City of Greenburg at the above-listed address. The School District has 1932 students enrolled in its schools.

The District has Four bargaining units: Teachers, CSEA Aides/ CSEA Clerical/ CSEA and Custodians. Administrators have no contract. This represents budgeted position in the 2023/24 budget in FTE:

14	administrators
171	teachers
6	counselors
6	psychologists
11	teaching assistants
28	buildings and grounds staff
31	clerical, school nurse and technology staff
4	security staff
2	unaffiliated staff

The District has a budget of approximately \$69 million dollars (General Fund)

The District has a seven (7) member Board of Education.

The School District is comprised of the following buildings, including 3 schools:

- Administrative Office, 300 White Oak Lane, Scarsdale NY 10583
- Edgemont Junior Senior High School, 300 White Oak Lane, Scarsdale NY 10583
- Seely Place Elementary School, 51 Seely Place Scarsdale, NY 10583
- Greenville Elementary School, 100 Glendale Rd, Scarsdale, NY 10583

The District's fiscal year begins on July 1 and ends on June 30.

Please note: All Board of Education Policies can be viewed on the District website.

VI. PROPOSAL EVALUATION

A. Proposals received will be evaluated by the Superintendent of Schools or designee, the Assistant Superintendent for Business & Administration, and the Board of Education.

B. The evaluation process is designed to award the proposal not necessarily to the proposer of least cost, but rather to the proposer with the best combination of suitable attributes.

VII. INTERVIEW

The award process may include an interview with the Board of Education.

VIII. SPECIFICATION CLARIFICATION/INQUIRIES

All inquiries with respect to this Request for Proposal must be directed as follows:

Edgemont Union Free School District
300 White Oak Lane
Scarsdale NY 10583
Attention: Amy Moselhi, emoselhi@edgemont.org

IX. FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other

data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold fact on the top of each page, "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."

The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

X. RIGHT TO REJECT REQUESTS FOR PROPOSAL

The District reserves the right to reject without prejudice any and all proposals received under this Request for Proposal.

XI. INDEMNIFICATION

The successful Proposer shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

XII. TERM OF ENGAGEMENT

Contract Period: July 1, 2023 through June 30, 2024. This engagement shall be for one (1) year. The District reserves the right to terminate the contract without cause, with thirty (30) days written notice to the Firm. This Proposal will be utilized on an "as needed" basis.

Any contract agreed to under this Request for Proposal is subject to termination by the Board of Education. Termination by the Firm must be accomplished in accordance with applicable rules of the Unified Court System of the State of New York. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the selected firm.

XIII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be

construed as if such invalid, illegal or unenforceable provision has never been contained therein.

PART 2: FEE PROPOSAL FORM

NAME & ADDRESS OF FIRM: _____
(Please Print)

FEDERAL EMPLOYER ID #: _____

TELEPHONE NUMBER: () _____

FAX NUMBER () _____

SIGNATURE & TITLE _____

Please Print Name Date

FEE PROPOSAL FOR 2023-2024:

Annual retainer without limitation on the number of hours
(see Section III(A)(1)(g) of the General Counsel RFP for description of services):

\$ _____

Hourly billable rate for non-retainer services:
(see Section III(A)(2) of the General Counsel RFP for description of services):

\$ _____

NON-COLLUSIVE BIDDING 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 bid proposal, the bidder certifies that he/she is complying with Section 103-D of the General Municipal Law as follows: Statement of non-collusion in bids and proposals to political subdivisions of the state: Every bid or proposal hereafter made to a political subdivision of the state of any public department, agency or official thereof where competitive bidding 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 bidder and affirmed by such bidder as true under the penalties of perjury:

Non-Collusive Bidding Certification:

a)By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, 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 bid 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 bidder or with any competitor.

(2)Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3)No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid 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 Bidder cannot make the forgoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore.

Where (a) (1) (2) and (3) have not been complied with, the bid 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 bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Bidder 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 bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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

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

Name (please print) Signature

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 bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, 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 Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/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 a Bidder/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 Bidder/Contractor in default. The District reserves the right to reject any bid or request for assignment for a Bidder/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 Bidder/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
Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities
List.

SIGNED

SWORN to before me this _day of _2023_

Notary Public: _____