

**CHEEKTOWAGA CENTRAL SCHOOL DISTRICT**  
**REQUEST FOR PROPOSAL**  
**Legal Services**

**Proposals Due**  
**JUNE 30, 2022, 2pm**

**Laurie Widman**  
**Business Administrator**  
**3600 Union Road**  
**Cheektowaga, New York 14225**

# REQUEST FOR PROPOSAL

This request for proposals is for the purpose of selecting school district legal counsel. Sealed proposals for School District Legal Counsel are requested by the Board of Education of the Cheektowaga Central School District. All proposals should be submitted to Laurie Widman, Business Administrator, on or before June 30, 2022 at 2pm.

## **Brief Description of the District:**

The District's current K-12 enrollment is 2,100 students. The District employs approximately 15 Administrators, 220 Teachers and 130 non-teaching staff. Cheektowaga CSD is a part of the Erie 1 BOCES consortium.

## **Cheektowaga CSD Schools:**

- Cheektowaga High School
- Cheektowaga Middle School
- Union East Elementary School

## **Budget:**

The 2022-23 Budget of \$ 53,661,327 was approved by district voters on May 17, 2022.

## **Nature of Services:**

The School District Legal Counsel serves as Chief Legal Advisor to the Board of Education and its Administrative staff. Services may include, but not be limited to the following:

1. Act as School Board Attorney and Chief Legal Officer of the district in all respects, including but not limited to:
  - Employment law, including Civil Service Law Section 75 and Education Law Section 3020-a disciplinary proceedings, Public Employment Relations Board hearings, employment contract interpretation, grievance handling and arbitration, collective negotiations, harassment and discrimination investigations and report preparation;
  - 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 law;
  - Election law;
  - Personnel policies and employment handbooks;
  - Providing training on topics such as sexual harassment, the Americans with Disabilities Act, and Family Medical Leave Act;
  - Board of Education and annual meeting issues;
  - Competitive bidding for public contractsGeneral Municipal Law

Tax rate proceedings  
Environmental law  
Student transportation  
School borrowings (bonds and notes)

2. Act as legal counsel for the School District and/or its officers, agents, and employees, including being present at all meetings both formal and informal as requested by the Board of Education and/or the Superintendent of Schools (and/or his or her designee).
3. Provide status reports to the Board of Education when requested by the Superintendent of Schools. Act as legal counsel for the School District in all actions and proceedings brought against the School District.
4. Cooperate with the School District's insurance carrier in all matters.

**Term of Engagement:**

A three (3) year engagement is contemplated subject to annual appointment 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, i.e., work with Commissioner of Education, committees served on, etc.
- Workshop experience – how often workshops and seminars were presented or attended.

Each proposal submitted must include a list of current school district clients and years served. The information should include contact name, title, address, and telephone number and specify the number of attorneys in the Buffalo Metropolitan Area qualified to respond to the Education Law needs of the District on short notice

**Board of Education Process:**

The original copy of all proposals received will be kept on file in the office of the Business Administrator. Proposals will be evaluated by the Superintendent of Schools, Assistant Superintendent and Business Administrator. During the evaluation process, the Cheektowaga Central School District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from those submitting proposals.

**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.
- At the discretion of the Board of Education, services may be awarded by “Specialty Area.” To ensure consideration for a partial award of services, please provide adequate information for each Specialty Area, e.g., Special Education Services, Employment Law.

**THE DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR ANY PARTS OF PROPOSALS.**

## Submission Requirements and Deadline:

**Proposal Envelope:** A sealed envelope containing your Proposal must be marked in the lower left hand corner as follows:

***Sealed Proposal Enclosed***

***RFP for Legal Services***

**[Bidder's Name] [Bidder's Address] [Bidder's Telephone Number]**

Please send **one (1) original, two (2)** hard copies and **one (1) electronic copy** of your Proposal by **Thursday, June 30, 2022**

**NLT 2:00 p.m. (EST)** to:

Laurie Widman  
Business Administrator  
3600 Union Road  
Cheektowaga, New York, 14225

**lwidman@ccsd-k12.net**

**Late Proposals:** Each Bidder is responsible for submission of its Proposal. Proposals or Proposal revisions received after the date and time specified above will not be accepted or considered. The School District is not liable for any delivery or postal delays.

**Returned Proposals:** All Proposals received after the date and time specified above will be returned to the Bidder unopened.

**Signed Original Proposals:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Bidder's firm.

**Opening of Proposals:** Proposals will be publicly opened on Thursday, June 30, 2022 at 2:00 p.m. EST at 3600 Union Road, Cheektowaga, New York 14225 in the office of the Superintendent. Any interested parties may attend. No immediate decision will be rendered.

**Finality of Decision:** Any decision made by the Cheektowaga Central School District, for selection, shall be final.

**Reservation of Rights:** The Cheektowaga Central School District reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject in whole or in part, any or all Proposals with or without cause. The Cheektowaga Central School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Bidder(s) submitting the best financial Proposal (low bidder). The Cheektowaga Central School District reserves the right to request additional information from any or all Bidders. The Cheektowaga Central School District reserves the right to negotiate with the Bidders concerning their Proposals.

**Release of Claims:** Each Bidder, by submitting its Proposal, releases the Cheektowaga Central School District from any and all claims arising out of, and related to, the RFP process and selection of a Proposal.

**Bidder Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

**Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the date and time for receipt of Proposals set forth above.

**Non-Collusion:** Bidder certifies that its Proposal has not been made or prepared in collusion or cooperation with any other Bidder, or representative thereof, and the prices, terms, or conditions of the Proposal have not been communicated by or on behalf of Bidder to any other Bidder or potential Bidder and will not be so communicated to any other Bidder or potential Bidder prior to the official opening of this Proposal. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties of perjury.

**Force Majeure:** If the performance of any obligation of the Cheektowaga Central School District is prevented, delayed or in any way interfered with by force majeure, act of God, natural disaster, fire, flood, explosion, earthquake, epidemic, quarantine, restriction, serious accident, any act of government, insurrection, riot, strike, labor trouble, or any other cause beyond the control of the Cheektowaga Central School District, the Cheektowaga Central School District may, at its sole option, suspend performance or cancel its obligations, without liability for loss, provided the Cheektowaga Central School District informs the Bidder immediately in writing of his inability to carry out the terms of its obligations. In no event will the Cheektowaga Central School District be responsible for consequential or special damages on account of such suspension of performance or canceling of obligations.

**Governing Law:** Each contract between the Cheektowaga Central School District and the Bidder shall be governed under the laws of the State of New York.

**Hold Harmless, Indemnification:** The selected firm shall indemnify, defend and hold harmless the Cheektowaga Central School District, its officers, agents, employees and representatives, from and against any and all costs and expenses, claims, losses, liabilities, injuries, or damages, demands and action including payment of reasonable attorney's fees, arising out of or resulting from activities performed with respect to this RFP.

**Disclosure of Familial Relationships:** Each bidder must submit the notarized affidavit on the following pages notifying the Cheektowaga Central School District of familial relationships.

**AFFIDAVIT AS TO  
DISCLOSURE OF FAMILIAL RELATIONSHIPS FOR  
COMPETITIVE BIDS**

INSTRUCTIONS: This report must be completed either in ink or typewritten. Attach pages of this size if additional space is needed on any response and identify each response by the part to which it relates.

NAME OF BIDDER: \_\_\_\_\_

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

Question #1

Does the owner or any employee of the bidder have any familial relationship with any member of the Cheektowaga Central School District Board of Education?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer to #1 is yes, complete the following:

a) Name of Employee: \_\_\_\_\_

b) Home Address of Employee: \_\_\_\_\_

c) Position Held: \_\_\_\_\_

d) Name of Cheektowaga Central School District Board of Education Member: \_\_\_\_\_

Question #2

Does the owner or any employee of the bidder have any familial relationship with the Superintendent of the Cheektowaga Central School District?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer to #2 is yes, complete the following:

a) Name of Employee: \_\_\_\_\_

b) Home Address of Employee: \_\_\_\_\_

c) Position Held: \_\_\_\_\_

d) Name of the Cheektowaga Central School District Superintendent: \_\_\_\_\_