



Williamsburg  
School  
County  
District

## Invitation for Bid

Solicitation Number: **WCSD202223-3**  
 Date Issued: October 17, 2022  
 Chief Financial Officer: Wendy R. Fulton  
 Phone: 843-355-5571 Ext 6136  
 E-Mail Address: wfulton@wcsd.k12.sc.us

DESCRIPTION: Williamsburg County School District (the "District") is soliciting proposals from qualified licensed full-service law firms to represent the district in basic legal matters and litigation, excluding litigation handled by attorneys selected by school district insurance carriers.

*The Term "Offer" Means Your "Bid" or "Proposal". All offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.*

**SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:**

MAILING ADDRESS:  
 Wendy R. Fulton  
 Williamsburg County School District  
 500 N. Academy Street, Building D  
 Kingstree, SC 29556

PHYSICAL ADDRESS:  
 Wendy R. Fulton  
 Williamsburg County School District  
 500 N. Academy Street, Building D  
 Kingstree, SC 29556

QUESTIONS MUST BE RECEIVED BY: N/A

BIDS MUST BE RECEIVED NO LATER THAN 10:00 am on November 18, 2022

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original & Five (5) Copies**

CONFERENCE TYPE: **Not Applicable**  
 DATE & TIME:

LOCATION: **Not Applicable**

AWARD &  
AMENDMENTS

Intent to award will be posted no later than December 12, 2022. The award, this solicitation and any amendments may be posted at the following web address:  
<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?MenuItem=Solicitations>

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
 (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

- Sole Proprietorship       Partnership       Other \_\_\_\_\_  
 Corporate entity (not tax-exempt)       Corporation (tax-exempt)       Government entity (federal, state, or local)

**PAGE TWO**

**(Return Page Two with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension                      Facsimile
	E-mail Address

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address ( <b>check only one</b> )	____ Order Address same as Home Office Address ____ Order Address same as Notice Address ( <b>check only one</b> )

<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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# ***REQUEST FOR PROPOSALS: Legal Services***

## **1. INTENT**

Williamsburg County School District (the “District”) is soliciting proposals from qualified licensed full service law firms to represent the district in basic legal matters and litigation, excluding litigation handled by attorneys selected by school district insurance carriers.

## **2. QUALIFICATION REQUIREMENTS**

Respondents to this RFP must meet the following minimum requirements:

- a) Member in good standing of the Bar Association of the State of South Carolina.
- b) Member in good standing of the Bar of the United States District Court of South Carolina.
- c) Must have experience with Federal and State education laws and have minimum of five (5) years working with or for a Williamsburg County School District in all areas of services required herein.
- d) Ability to provide same day response.
- e) Assignment of a lead attorney with appropriate experience.
- f) A minimum of three attorneys with experience in education law.

## **3. SCOPE OF SERVICES**

### **a) Background Information**

Williamsburg County, located in the southern tip of the Pee Dee, holds treasures of historical interest dating back to the early 1700’s., with a population of approximately 31,026. Williamsburg County School District is a school district with a 2021-22 enrollment of 2,875 students and an operating budget of \$33,610,101. The District maintains ten (10) schools; 2 primary, 3 elementary, 3 middle, and 2 high schools. The district employs approximately 580 full and part-time employees. For the past several years, the District has been represented by the State Department of Education.

### **b) Specific Tasks**

The successful legal firm will provide services including, but not limited to:

- i. Represent and advise the District and individual staff on detailed requirements of educational law.
- ii. Consultation on personnel, labor relations, special education, student discipline and general school law both on the telephone and in person.
- iii. Contract analysis and interpretation.
- iv. Representation during collective bargaining negotiations both at the table and on a consulting basis, including mediation and arbitration.
- v. Representations at meetings and before the Board of Education on all school law matters, including student discipline hearings, employee discipline, non-renewals, reductions-in-force, dismissal, and expulsion hearings.
- vi. When appropriate, review of student records, proposed and existing IEP’s and case files, including an initial assessment of all potential appeals.
- vii. In-service meetings with district’s administrators and/or staff.
- viii. Periodic advisory communications on school law matters.
- ix. Review and drafting of correspondence and policies on school matters.
- x. Advise on special education legal issues.

**4. TIMEFRAME**

The successful legal firm will be expected to commence the provision of services on January 10, 2023.

**5. PROJECT MANAGEMENT**

The contract shall be managed for the District by the Superintendent of Schools

**6. PROPOSALS**

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

**a) Submission and Deadline**

All proposals must be received by **10:00 AM, Friday, November 18, 2022**. One original and five (5) copies shall be submitted to:

**Finance Department  
Attn: Wendy R. Fulton  
Williamsburg County School District  
500 N. Academy Street  
Kingstree, SC 29556**

Questions about this RFP may be directed to Wendy R. Fulton, Chief Financial Officer (843) 355-5571, Ext 6136. Questions may be faxed at (843) 355-5566, or emailed [wfulton@wcsd.k12.sc.us](mailto:wfulton@wcsd.k12.sc.us), but must be faxed or emailed no later than Friday, November 11, 2022.

Interviews will be conducted the week of November 28, 2022.

All firms who are furnished a copy of this RFP, but who decide not to offer a Proposal to the District, are asked to submit a negative reply. Specific comments and observations are encouraged.

**LATE PROPOSALS WILL NOT BE CONSIDERED**

**b) Submittal Letter**

Respondents shall submit a cover letter, addressed to the Chief Financial Officer, signed by an authorized principal or agent of the law firm, which provides an overview of the respondent's offer, as well as the name, title and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

**c) Experience**

Legal firms must have a minimum of five years experience in all areas of law specified in the Scope of Services. Respondents are to provide a summary of the firm's experience on similar types and sizes of engagements with emphasis on school districts in the State of South Carolina, and detail on experience with public sector employment law, and education law. This summary must include the firm's experience in the areas of services described in Section 3, Scope of Services. Provide detailed resumes of the persons proposed to work directly with the District and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.

**d) References**

A minimum of five (5) client references which encompass the areas outlined in this RFP, especially other local school districts and governmental agencies, must be identified. The client references must include the name of the organization, address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

**e) Budget/Fee Proposal**

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. The District requests that the fee be in the form of an annual retainer, against which discounted rates will be billed. As part of the retainer, each response must provide the following for each year of the contract: (a) a single hourly rate for all partners and a separate single hourly rate for all associates; (b) an hourly rate for clerical, paralegal or other professional; and (c) a schedule of all out-of-pocket disbursements which are anticipated to result in a charge to the District, and the rate for each. Note that the District expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up.

The District reserves the right to negotiate fees and payment schedules with the selected respondent. The District will not pay broker's fees or commission, nor will the District contract with an intermediary entity.

**f) Form of Contract**

The District intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the District. The form of contract for any award made as a result of this proposal will be a District purchase order, referencing this RFP, which shall be considered as part of the contract. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. If respondent will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

**7. EVALUATION AND AWARD**

**a) Selection Criteria**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsive legal firm:

- i. The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- ii. The background and experience of the legal firm in providing similar services as well as the specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract.
- iii. Location of Firm's office.
- iv. Proposed fees and costs, although the District is not bound to select the legal firm who proposes the lowest fees. The District reserves the right to negotiate fees with the selected legal firm.
- v. Information obtained by the District from firm's references or other clients.
- vi. Best interests of the District.

**b) Selection Procedures**

The District intends to enter into a contract with the most responsible responsive legal firm whose proposal is determined to be in the best interest of the District.

- i. The District reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful legal firm.
- ii. The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- iii. The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7a, as referenced above. The District may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- iv. The District may conduct interviews of the legal firms it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, legal firms will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or by conference call. Respondents are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

## 8. GENERAL REQUIREMENTS AND CONDITIONS

### a) Insurance

The selected provider shall be required to furnish proof of the following insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the State of South Carolina with a Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Chief Financial Officer. Insurance coverage shall remain in full force for the duration of the Contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- i. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- ii. Workers' Compensation in accordance with South Carolina General Statutes.
- iii. Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Any changes to the legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.
- iv. Williamsburg County School District is named as Additional Insured, under the Commercial General Liability and Employer's Liability insurance policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.)
- v. Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. Any and all exceptions shall be reviewed by the District's Chief Financial Officer.
- vi. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the legal firm by virtue of its promise to hold the District harmless so that in the event that any claim results in a settlement or judgment in any amount above the limits set in Paragraph 8.1 herein, the legal firm shall be liable to, or for the benefit of, the District for the excess.
- vii. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals thereof. The legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the District's Chief Financial Officer.
- viii. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured by procurement of insurance on behalf of legal firm, at the legal firm's expense, at District's option.

### b) Hold Harmless Agreement:

In addition to its obligation to provide insurance as specified above, the legal firm, their Consultants, agents and assigns shall indemnify and hold harmless the Williamsburg County School District, including but not limited to, its elected officials, its officers, employees, and agents, from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the legal firm during the firm's performance of its Agreement. The District agrees to give the legal firm prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

### c) Conditions:

Respondents to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted:

- i. The selected legal firm must have an office or facility in South Carolina. The specific location of the facility must be identified in the proposal submitted.
- ii. Have a personnel/resources reserve sufficient to assure service continuity, and agree to maintain an adequate level of qualified personnel for the term of the Agreement.

- iii. Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
- iv. Agree that the District and the legal firm may terminate the contract at any time with ninety (90) days written notice. In the event of termination, the District shall pay the legal firm for any services rendered prior to termination. However, if the selected legal firm has damaged the District in any way, such payment may be withheld until the District determines whether or by how much such payment should be reduced.
- v. Agree to accept and follow management direction from the District and specifically, the District's designated personnel.
- vi. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of South Carolina and Williamsburg County School District.
- vii. Agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected legal firm, the District may unilaterally cancel its selection of that legal firm.
- viii. Agree that periodic payments to the legal firm will be made as agreed upon in the contract with the District.
- ix. Agree that the contract between the District and the legal firm shall be governed by and construed in accordance with the laws of the State of South Carolina and the ordinances of the Town of Kingstree.

**9. PRINCIPALS/COLLUSION**

By submission of a proposal, the legal firm does declare that the only person or persons interested in this proposal as principal or principals is/or, are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

**10. CONFLICT OF INTEREST**

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Williamsburg County School District.

**11. DISCIPLINARY ACTION**

Respondents shall provide a statement that no attorney affiliated with respondent has, within five years from the date of submission, been disciplined by the Grievance Committees of the State or Federal Bar.

**12. AFFIRMATIVE ACTION STATEMENT**

As a condition of doing business with the District, the legal firm must comply with all Federal laws, State statutes and executive orders pertaining to non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

**13. TAXPAYER'S IDENTIFICATION NUMBER**

The selected respondent whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit the *Internal Revenue Service Form W-9, Payers Request for Taxpayer Identification Number*.

**14. ALTERNATIVES AND EXCEPTIONS**

Only slight additions or changes would be expected to be negotiated with the successful legal firm in order to resolve any variances between the proposal and the final contract. Legal firms may submit alternate proposals which deviate from the RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

**15. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS**

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

# Affirmative Action

## STATEMENT OF POLICY

It is the employment policy of \_\_\_\_\_ that equal employment opportunities will be provided to all qualified individuals in recruitment, hiring, training, promotion, demotion and termination without regard to race, color, religious creed, national origin, sex, marital status, sexual orientation, age, or physical disability.

This firm is in full compliance with the letter and intent of the various federal and state equal employment opportunity and civil rights statutes.

(Any written policy statements may be affixed to this signed document if so desired.)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (Name/Title of Company Officer)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State



**ATTACHMENTS**

**SEALED BID – DO NOT OPEN**  
**Solicitation No: WCSD202223-3**  
**WCSD LICENSED FULL-SERVICE LAW FIRMS**



**DELIVER TO: WILLIAMSBURG COUNTY SCHOOL DISTRICT**  
**FINANCE DEPARTMENT**  
**WENDY R. FULTON**  
**500 N ACADEMY STREET, BUILDING A**  
**KINGSTREE, SC 29556**

**SUBMITTED BY:** \_\_\_\_\_

**NAME OF OFFEROR (FULL LEGAL NAME OF BUSINESS SUBMITTING THE OFFER)**

