

## REQUEST FOR PROPOSAL

### IN HOUSE LEGAL COUNSEL

#### A. PURPOSE

A respected and accomplished Public School Academy (Crescent) in Oakland County is requesting proposals (RFP) from attorneys interested in representing Crescent Academy as in-house counsel. The attorney must be licensed to practice law in the State of Michigan. Duties consist of general counsel services to the Academy as directed by the Board and Superintendent. The in-house counsel will also select and supervise the legal services of other attorneys as needed. The Board understands that professional services are not required to be bid or advertised and the Board is not required to award the contract on the basis of lowest price and will award based on criteria as outlined in this request for proposals. The requests are being made to ensure that Crescent Academy receives the highest quality service at a fair and competitive price.

#### B. SCOPE OF SERVICE

The successful attorney must have a primary office in Michigan and experience in representing charter school boards and other education entities in contractual matters; authorizer matters; public contracts; intergovernmental contracts; federal and state agreements; risk management; school and charter law; Special Education matters; and general litigation.

The successful attorney shall provide Crescent Academy with legal guidance relating to but not necessarily limited to:

1. Legal research and/or advisory if needed;
2. Represent Crescent Academy in all matters in Federal and State courts as well as administrative tribunals and forums;
3. Review and/or draft all contracts, Inter-Local and Inter-Agency Agreements;
4. Attend meeting of Crescent Academy, when required;
5. Be readily available for meetings with the Board Chairperson, Head of School, management organization representative, or representatives of the Board of Trustees, school leaders and/or officials upon request;
6. Advise Crescent Academy of changes in State and Federal law and which will impact the Board;
7. Any other matters as directed by Crescent Academy

#### C. COMPENSATION

The attorney will be payed based upon a fixed or per diem rate.

**D. CONTRACT PERIOD**

The term of contract for in-house counsel shall be from October 1, 2018 through June 30, 2020.

**E. COORDINATION OF ACTIVITES**

All activities for this contract will be coordinated through the office of the Superintendent and Board President.

**F. PRESENTATION PACKAGE – Submit the RFP Response**

Crescent Academy seeks from all participating respondents, information that will assist the school in selecting the respondent who will provide the highest quality services at a fair and competitive price.

The following shall be included with the attorney response (4 copies):

**1. Transmittal Letter – Proposal**

Each respondent shall submit a transmittal letter with the RFP that identifies the person submitting the proposal and includes a commitment by that person to provide the service required by Crescent Academy.

**2. Description of Services**

All respondents should list all services to be rendered with their explanation in detail of how the services will be provided. Respondents by submitting a proposal acknowledge that they fully understand the scope of work, activity and service.

**3. Qualifications; Relevant Experience**

All respondents shall submit evidence and documentation highlighting qualification and experience they have that will assist Crescent Academy in the evaluation, selection process, and documentation of their response.

**4. Fee Proposal**

All respondents shall submit their fee requirements.

**G. SUBMISSION PACKAGE**

All RFP Responses should be forward to:

Crescent Academy

c/o: Mrs. Farrita Jackson

17570 West 12 Mile Road  
Southfield, Michigan 48076

H. SUBMISSION DEADLINE

Responses should be mailed and forwarded by September 7, 2018

I. AWARD OF CONTRACT

It is the intention of Crescent Academy to award the in-house counsel services contract to the respondent based upon qualifications and experienced as determined by Crescent Academy.

J. AUTHORIZATION OF WORK

No service shall be rendered unless the successful respondent receives an approved purchased order authorizing the respondent to render the service.

K. CONTRACTS

Upon notification of award of contract by Crescent Academy, successful respondent shall sign and execute a formal contract agreement with the Board of Trustees.

L. TERMINATION OF CONTRACT

Crescent Academy in their sole discretion, may terminate the contract if it is determined the attorney has not fulfilled the duties and responsibilities of the office of in-house counsel. The in-house counsel shall supervise all professional service requests of the office including other attorneys.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the authority by the attorney's breach of this agreement. The Board will act diligently, in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.