

CENTRAL GREENE SCHOOL DISTRICT

REQUEST FOR PROPOSALS

LEGAL SERVICES

1. INTENT

Central Greene School District (the “District”) is soliciting proposals from qualified licensed full-service law offices to represent the District in basic legal matters and litigation, excluding litigation handled by attorneys selected by the District’s insurance carriers, or other matters as determined appropriate. The effective date of an agreement will be determined by the Board of School Directors at the completion of reviewing all proposals.

2. QUALIFICATION REQUIREMENTS

Respondents to this RFP must meet the following minimum requirements:

- 2.1 Practitioner in good standing before the Bar of the Common Pleas and Appellate Courts of the Commonwealth of Pennsylvania.
- 2.2 Practitioner in good standing before the Bar of the United States District Court of Pennsylvania.
- 2.3 Must have experience with federal and state education laws.
- 2.4 Ability to provide same day response.
- 2.5 Assignment of a lead attorney with appropriate experience.
- 2.6 Must have no legal conflict of interest in representing the Central Greene School District.

3. SCOPE OF SERVICES

Background Information

- 3.1 Central Greene School District has an operating budget of approximately \$34,000,000 for the 2021-2022 school year with a projected enrollment of 1,500 students in District Schools and APS’s. The District employs approximately 190+ full and part-time employees.

Specific Tasks

- 3.2 The successful Respondent will provide services including, but not limited to:

- 3.2.1 Represent and advise the District on detailed requirements of educational law.
- 3.2.2 Consultation on matters including but not limited to: personnel, labor relations, special education, student discipline, tax law, and general school law both on the telephone and in person.
- 3.2.3 Contract review, analysis and interpretation.
- 3.2.4 Representation during collective bargaining negotiations both at the table and on a consulting basis, including mediation and arbitration if requested by the Board.
- 3.2.5 Representation at meetings as needed and before the Board of School Directors on school law matters, including student discipline hearing, employee discipline, non-renewals, reductions-in-force, dismissal, and other educational hearings.
- 3.2.6 When appropriate, representation and review of student records, proposed and existing IEPs and case files, including an initial assessment of all potential appeals. Additionally, representation at due process hearings for special education as needed.
- 3.2.7 Representation and advice on matters per the State Ethics Act, Sunshine Act, Public Records Act, Roberts's Rules of Order, and PA School Code and any other educational matters as deemed necessary
- 3.2.8 In-service meetings with District's administrators and/or staff as requested.
- 3.2.9 Periodic advisory communications on school law matters.
- 3.2.10 Review and drafting of correspondence and policies on school matters.
- 3.2.11 Advice on legal special education issues as requested.
- 3.2.12 Attend Board work sessions and meetings as requested by the Board.

4. TIME FRAME

The successful Respondent will be expected to commence the provision of services as determined by the Board and will be evaluated annually or as needed by the Board.

5. PROJECT MANAGEMENT

The contract shall be managed by the Board of School Directors.

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.

Submission and Deadline

- 6.1 All proposals must be received by January 7, 2022 @ 2 p.m. One original and one copy shall be submitted in a sealed envelope to: **Valerie Brooks, Board Secretary, Central Greene School District, 250 South Cumberland Street, Waynesburg, PA 15370**. Questions regarding this RFP may be directed to the Board Secretary at (724)627-8151. Questions may be emailed to: vbrooks@cgsd.org. Late submissions will not be accepted.

Any and all Respondents 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.

Section 1: Submittal Letter

Respondents shall submit a cover letter, addressed to the Board Secretary, signed by an authorized principal or agent, 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 Respondent.

Section 2: Experience

Respondents are to provide a summary of their experience on similar types and sizes of engagements with emphasis on school districts in the Commonwealth of Pennsylvania, and detail on experience with public sector employment law and education law. This summary must include Respondent's experience in the areas of services described in Section 3, Scope of Services, provide detailed resumes of each person 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.

Section 3: References

Respondents must have experience in all areas of law specified in the Scope of Services. Client references, which encompass the areas outlined in this RFP, especially other local school districts and governmental agencies, are suggested. 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.

Section 4: 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. Each response must provide the following: (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; (c) costs for travel; and (d) a schedule of all out-of-pocket disbursements which you anticipate will 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 require an itemized remittance of all legal money spent for specific cases, suits, claims and or issues. The remittance will identify the case, suit, claim or issue along with the legal fees associated with each. A running account of legal fees for each individual case, claim, suit or issue will be provided to the school district to bring greater transparency to the legal fees incurred.

Section 5: 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. If Respondent will be requiring the District to sign an additional or separate contract, a copy of the proposed contract and this RFP, the terms of this RFP shall govern.

7. EVALUATION AND AWARD

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

- 7.1a Respondent's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted
- 7.1b The background and experience of Respondent in providing similar services as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract
- 7.1c Proposed fees and costs, although the District is not bound to select the Respondent who proposes the lowest fees. The District reserves the right to negotiate fees with the selected Respondent
- 7.1d Information obtained by the District from Respondent's references and other clients
- 7.1e Best interests of the District

Proposals in response to this RFP will be reviewed again using the criteria listed above.

Selection Procedures

- 7.2 The District intends to enter into a contract with the most responsible responsive Respondent whose proposal is determined to be in the best interest of the District.
- 7.2a The District reserves the right to reject any or all proposals or part thereof for any reason, to negotiate changes to proposal terms, to waive inconsistencies with the RFP, and to negotiate a contract with the selected Respondent.
- 7.2b The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete may not be considered.

- 7.2c The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7 as referenced above. The District may afford Respondents the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- 7.2d The District may conduct an interview of the Respondents it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, Respondents 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

Insurance

- 8.1 The selected Respondent 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 Commonwealth of Pennsylvania with a Best's Key Rating of A- or better. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions of renewal thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.
- 8.1.1 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.
- 8.1.2 Workers' Compensation in accordance with Pennsylvania General Statutes.
- 8.1.3 Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Any changes to the Respondent's policy or carrier from year to year will include "Full Prior Acts" coverage.
- 8.1.4 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the selected Respondent by virtue of its promise to hold the District harmless so that in the event that any claims result 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.

Hold Harmless Agreement

- 8.2 In addition to its obligation to provide insurance as specified above, the selected Respondent, their consultants, agents and assigns shall indemnify and hold harmless the Central Greene School District, including but not limited to, its elected officials, its officers, and agents from any and all

claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by Respondent during the Respondent's performance of its Agreement. The District agrees to give the selected Respondent prompt notice of any such claim and absent a legal conflict of interest, an opportunity to control the defense thereof.

Conditions

- 8.3 Respondents responding to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in their submitted proposal:
 - 8.3.1 The selected Respondent must have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
 - 8.3.2 Have personnel/resources sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
 - 8.3.3 Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
 - 8.3.4 Agree that the District and Respondent may terminate the contract at any time with ninety (90) days written notice. In the event of termination, the District shall pay the Respondent for any services rendered prior to termination. However, if the Respondent 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.
 - 8.3.5 Agree to accept and follow management direction from the District and specifically, the District's designated personnel.
 - 8.3.6 Agree to confirm to all applicable laws and ordinances and statutes of the United States of America and Commonwealth of Pennsylvania as well as policies of the Central Greene School District.
 - 8.3.7 Agree that if the District cannot in good faith negotiate a written contract, that is acceptable to the Central Greene School District, within a reasonable time with the Respondent, the District may unilaterally cancel its selection of Respondent.
 - 8.3.8 Agree that periodic payments to the Respondent will be made as agreed upon in the contract with the District.
 - 8.3.9 Agree that the contract between the District and the Respondent shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the policies of the Central Greene Board of Education.

9. PRINCIPALS/COLLUSION

By Submission of a proposal, all Respondents do declare that the only person or persons interested in this proposal as principal or principals is/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 legal conflict of interest exists in rendering service to and in representing the Central Greene School District.

11. DISCIPLINARY ACTION

Respondents shall provide a statement that no attorney affiliated with Respondent has, within 10 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 an Affirmative Action Statement.

13. TAXPAYER'S IDENTIFICATION NUMBER

The selected Respondent whether as 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 Respondent in order to resolve any variances between the proposal and the final contract. Respondent may submit alternate proposals or take exception to this RFP which deviate from the 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 REVISION 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.