

SOUTHMORELAND SCHOOL DISTRICT

REQUEST FOR PROPOSALS -

LEGAL SERVICES



*MAY 11, 2023

1. INTENT & BACKGROUND

Southmoreland School District (the "District") is soliciting proposals from qualified licensed full service law firms to represent the district in general legal matters and litigation, excluding litigation handled by attorneys selected by school district insurance carriers and other items as designated by the Administration.

The District is a rural community in Westmoreland and Fayette Counties, Pennsylvania. The District serves a population of nearly 1,900 students residing in a forty two (42) square mile area. The district encompasses the Boroughs of Scottdale and Everson and the Townships of East Huntingdon and Upper Tyrone. The District operates one (1) primary center serving grades K and 1, one (1) elementary school serving grades 2-5, one (1) middle school serving grades 6-8 and one (1) high school serving grades 9-12.

2. QUALIFICATION REQUIREMENTS

A solicitor and such other attorneys retained by the District shall meet or exceed the following minimum qualifications:

Section 2.1

The attorney or firm retained must be properly licensed to practice law in the Commonwealth of Pennsylvania.

Section 2.2

Any attorney performing services for the District must be admitted to practice in all of the state courts and administrative agencies of the Commonwealth of Pennsylvania. The firm must also have an attorney admitted to Federal District Court for the Western District of Pennsylvania.

Section 2.3

The attorney or firm appointed as solicitor must be or become a member of the Pennsylvania School Boards Solicitors Association.

Section 2.4

The attorney acting as solicitor must have practiced law for a minimum of eight (8) years, but this provision shall not be construed as prohibiting the solicitor or primary District contact from assigning work to any attorney in his/her firm who may have less than eight (8) years' experience as an attorney.

“HIGH QUALITY LEARNING FOR ALL”

Section 2.5

Any attorney or firm performing services as solicitor for the District must have demonstrable experience in most, if not all, of the following areas of public school law:

- Governance matters, including matters arising under the State Ethics Act, the Sunshine Act, the Public Records Act, Intergovernmental Cooperation Act, the governance provisions of School Code, parliamentary procedure;
- Labor and employment laws, including laws relating to discrimination, labor negotiations, grievance and arbitration, and certification requirements;
- Student issues, including discipline, admissions, attendance, special education, student civil rights and religion in public school;
- Insurance issues;
- School construction projects and related debt and investments;
- Real estate, assessment appeals and environmental issues;
- Contracting, bidding and procurement issues;
- Compliance with applicable federal and state educational statutes (such as Every Student Succeeds Act)
- Fiscal issues, including school finance, investments, taxation and collection.
- Provide or have provided legal services to at least one (1) school district.

3. SCOPE OF SERVICES

Section 3.1 - Selection and Appointment of Legal Counsel

Section 3.1a

The District solicitor may be a firm or individual practitioner.

Section 3.1b

Prior to engagement, prospective legal counsel will be required to provide documentation of credentials, including:

- expertise in the area for which engaged;
- unique accomplishments/examples of excellence;
- positions of leadership in the field of education law;
- resumes of lawyers expected to provide services to the District;
- a list of representative clients;
- other relevant information; and
- the proposed engagement letter or contract.

Section 3.1c

The primary criteria in selecting legal counsel will be the provision of the highest quality and cost effective services.

Section 3.1d

In determining the provision of the highest quality services, the Board will focus on documentation of credentials provided by prospective legal counsel,

Section 3.1e

In determining the provision of cost effective services, the Board will focus on:

- reasonableness of total fee charged in relation to services rendered and results produced; and
- efforts or procedures to minimize overall costs by providing proactive or preventive services, recommending procedures that reduce lawyer or administrator time spent on legal matters, use of paralegals where appropriate, collaboration with other lawyers in the same firm to avoid duplication of work and provide the best possible advice in the most efficient manner, and spreading costs on common issues among multiple clients.

Section 3.2

The services that the District may require of a solicitor may include, but are not limited to the following:

- Attending public school board meetings;
- Attending executive sessions;
- Issuing opinion letters;
- Preparing contracts, requests for proposals, or invitations to bid;
- Preparing legal notices;
- Preparing tax resolutions or other resolutions necessary for the business and affairs of the District;
- Preparing or reviewing grant applications;
- Reviewing and/or preparing school board policies or administrative policies;
- Reviewing board agenda, treasurer's report and investments
- Representing the District in adversarial proceedings;
- Serving either as advisor to the school board or prosecuting attorney at school board hearings;
- Providing legal advice and recommendations with respect to any issues, including such matters as governance, finance, property, pupils, employees, liability, construction, debt issuance, litigation, contracts, civil rights, and applicable laws, regulations and ordinances;
- Working and cooperating with other legal counsel that may be retained by the District;
- Working and cooperating with other professionals retained by the District, including the administrative/management team and the Superintendent;
- Negotiating contracts or collective bargaining agreements;
- Providing legal seminars and training to the school board, the administration and to other staff; Providing summaries of contracts or insurance policies; Reviewing new legislation and reporting on requirements any such legislation may impose on school districts;
- Conducting legal audits of the District practices and/or policies; and
- Performing such other services that may be requested from time-to-time by the District.
- Representation at meetings and before the Board of Education on school law matters, including student discipline hearing, employee discipline, non-renewals, reduction-in-force, dismissal and expulsion hearings.

4. TIMEFRAME

The successful legal firm will be expected to commence the provision of services on July 1, 2023 for a term that ends June 30, 2024. There will be an option to renew each year.

5. PROPOSALS

Submission and Deadline All proposals must be received by Dr. Jason A. Boone. One original and one copy shall be submitted to: **Dr. Jason A. Boone, Southmoreland School District, 200 Scottie Way, Scottsdale, PA 15683**. Questions regarding this RFP may be directed to the Superintendent, (724) 887-2005 by May 30, 2023. **Proposals are due June 6, 2023 by 3:00 PM.**

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.

Section 1 - Submittal Letter

Respondents shall submit a cover letter, addressed to the Superintendent, 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.

Section 2. Experience

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 Pennsylvania, and detail on experience with public sector employment law, and education law. This summary must include your firm's experience in the areas of services described in Section 3, Scope of Services, provide detailed resumes of 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. The primary lawyer and the lawyer who would normally attend our two (2) Thursday Board meetings are required to be named.

Section 3 - References

Legal firms must have a minimum of five years' experience in all areas of law specified in the Scope of Services. A minimum of three (3) client references, which encompass the areas outlined in this RFP, especially other local school districts and governmental agencies when possible, should be submitted. 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 submit a detailed fee proposal. For general legal services, the proposal must include the following for each possible contract year (1) the fee for base compensation and identification of what services are covered under basic compensation, (2) hourly rates for attorneys, paralegals, and other professionals who will perform services for the District, and (3) reimbursable expenses for which the District will be charged. Attorney rates may be specified by level of experience, and/or by subject matter.

The School Board has historically held at least: 1 Planning Session (which sometimes is also designated as a Special Voting Meeting) and 1 Business Voting Meeting, each of which is usually preceded by 1 hour Executive Session for all months except July and December (but in 2020 December also had extra meetings), but for the last two years has been frequently having an extra monthly meeting and Executive Session per month. The proposal should include:

- (1) Whether you require a monthly retainer, and if so, and what does it cover;
- (2) Whether and how you propose to charge for travel time to the District location for meetings or hearings; and
- (3) If you are a firm, who the proposed attorney will be for public meetings and preparation therefore. If rates for different types of services or whether or not they involve Court or hearing time, please so state what they are.

Firms are welcome to submit additional fee structures as alternatives; however, firms must provide a fee proposal in accordance with this RFP.

The District expects that reimbursable charges will be charged at the firm's actual cost, without additional mark- up. The District is exempt from payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or State of Pennsylvania. Such taxes must not be included.

Section 5 - Form of Contract

The District intends to negotiate and enter into a contract with the responsible respondent whose proposal is determined to be in the best interest of the District. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. If your firm will be requiring 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.

6. EVALUATION AND AWARD

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

- The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted
- The background and experience of the legal firm in providing similar services as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract
- Location of Firm's office
- 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
- Information obtained by the District from firm's references or other clients
- Best interests of the District

Proposals in response to this RPP will be reviewed against the criteria listed above.

Section 6.1 - Selection Procedures

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

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 minor inconsistencies with the RFP, and to negotiate a contract with the successful legal firm.

The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 6 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.

The District may conduct an interview 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. Interviews will be conducted in person. Respondents are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

Section 6.2 - Legal Fees and Other Charges

Fees and other charges shall be as set forth in any engagement letter or contract approved by the school board.

Except for bond issues, other financing transactions, and other matters as specifically agreed, legal counsel will render monthly bills for services and costs. Periodic bills should:

- clearly identify each attorney or non-attorney (timekeeper) performing the services for each entry;
- indicate the amount of time expended by each timekeeper (broken down by task if working on more than one matter);
- provide sufficient detail to readily allow the District to determine the necessity for and reasonableness of the time expended and the services performed;

In summary form, indicate the current hourly rate of each timekeeper, the total time billed by each timekeeper, the product of the total time and hourly rate for each time keeper, and the total fee charged; and provide a separate section detailing the expenses associated with the legal services and billed to the District. Legal counsel shall provide prior notice of increases in hourly rates of timekeepers expected to perform work for the District by April 15, prior to the fiscal year in which the charge would occur.

7. GENERAL REQUIREMENTS AND CONDITIONS

Section 7.1 - Insurance

Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$1,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.

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.

The Southmoreland School District and its Board of School Directors are included as an Additional Insured, ATIMA 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 ACORD INSURANCE CERTIFICATE.** (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverage.)

Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the District's Business Manager.

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 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.

Insurance requirements and coverage may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the District's Business Manager.

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.

Section 7.2 - Hold Harmless Agreement

In addition to its obligation to provide insurance as specified above, the legal firm, their agents and assigns shall indemnify and hold harmless the Southmoreland Board of School Directors, 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 proximately 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 claims.

8. CONFLICT OF INTEREST

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Southmoreland Board of School Directors.

9. 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 Disciplinary Board of the Supreme Court of Pennsylvania or the Supreme Court of Pennsylvania or a Federal Court.

10. 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 non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

11. 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 firm may submit alternate proposals or take exceptions 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.

12. 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.

Solicitor: The Southmoreland School District is accepting proposals from qualified, licensed individuals or firms interested in representing the district as Solicitor.

Duties include, but are not limited to, offering advice on legal and policy matters, labor relations and employment, assuring compliance with state and federal regulations relative to school operations, researching legal issues, and representing the school district in litigation matters. A detailed RFP is available by contacting the Superintendent at 724-887-2005 or boonej@southmoreland.net.

Send proposals including a resume highlighting education, experience and active professional associations along with three letters of reference to: Southmoreland School District Administration Office, Dr. Jason A. Boone, Substitute Superintendent, 200 Scottie Way, Scottsdale, PA 15683. **Proposals are due June 6, by 3:00 PM.**