



Northwest Tri-County Intermediate Unit 5
252 Waterford Street
Edinboro, PA 16412
www.IU5.org

REQUEST FOR PROPOSALS (RFP) for LEGAL SERVICES

1.0 **INTENT AND BACKGROUND**

The Northwest Tri-County Unit (“IU5”) is soliciting proposals from qualified licensed law firms to represent the IU5 in legal matters and litigation, excluding litigation handled by attorneys selected by school district insurance carriers and legal matters that may be handled by the IU5 Executive Director. The IU5 anticipates entering into an agreement with the selected law firm no later than July 1, 2024.

As a regional educational service agency, IU5 provides cost-effective programs and services for the 17 public school districts and nonpublic schools in Crawford, Erie, and Warren counties, located in northwestern Pennsylvania.

The Northwest Tri-County Intermediate Unit 5 is one of 29 intermediate units throughout Pennsylvania, which were created in 1971 to provide services to school districts in ways that create cost savings and efficiencies in the delivery of services and programs for students and staff. IU5 plays an important role in providing substantial support services to the administrators, teachers, families, and students in the 17 tri-county school districts that comprise IU5.

Our Mission: IU5 provides excellence, equity, and opportunities.

Our Vision: Creating future-ready, self-empowered individuals and families for lifelong learning.

The IU5 staff of over 400 provides services to 4,557 educators and a student population of 62,512. IU5's service areas - Early Intervention/Mental Health Services, Financial Services, School Improvement Services, Special Education Services, and Innovative Technology Solutions are highlighted on our Web pages.

2.0 **QUALIFICATION AND SUBMISSION REQUIREMENTS**

In order to be considered, each RFP submitted in response to this request must provide information on each of the following areas in this section:

- 2.1 Name of primary attorney contact to be assigned to IU5 along with attorney's resume and verification that the attorney is properly licensed to practice law in the Commonwealth of Pennsylvania.
- 2.2 Names of any other attorneys to be assigned to IU5 account, along with resumes for each attorney and verification that all such attorneys are licensed to practice law in the Commonwealth of Pennsylvania.
- 2.3 Statement confirming that any attorney performing services for the IU5 is admitted to practice law in all of the state courts and administrative agencies of the Commonwealth of Pennsylvania. The firm must also have at least one attorney admitted to appear before the Federal District Court for the Western District of Pennsylvania and the Third Circuit Court of Appeals and include the resume of that attorney.
- 2.4 Whether the firm and/or attorneys to be assigned to the IU5 are members of the Pennsylvania School Boards Solicitors Association.
- 2.5. Whether attorneys that will be assigned to IU5 have any experience representing an Intermediate Unit, and if so, the number of years of experience representing an Intermediate Unit, name of the Intermediate Unit(s) served and time period of service.
- 2.6 Information on whether attorneys that will be assigned to IU5 have any experience representing PA school district(s), number of years of experience representing PA school district(s), name of school district(s), and time period of service.
- 2.7. Proposal should describe in detail the experience the firm/attorneys to be assigned to IU5 have in the following areas of public school law:

- Labor and employment laws, including laws relating to discrimination, labor negotiations, employee leaves, grievance and arbitration, workers compensation, unemployment compensation, employee benefits, and school certification requirements;
- Student issues, including discipline, admissions, attendance, special education, student civil rights, Title IX, Title VII, free speech issues, discrimination due to gender, national origin, and/or religion in public schools;
- Contract review, analysis, and interpretation;
- Insurance issues including risk management;
- Intermediate Unit facility leases, and potential construction projects related to leased spaces;
- Real estate and environmental issues;
- Contracting, bidding and procurement issues, including knowledge of purchasing requirements under Uniform Guidance;
- Knowledge and background in applicable federal, state, and local educational statutes and ability to draft accompanying Intermediate Unit policies and administrative guidance in order to ensure compliance.
- Data security, technology, e-rate, technical statements of work, and records retention;
- Fiscal issues, including school finance, related debt, and investments;
- Special Education issues including representation at due process hearings, mediation with parents, and drafting special education settlement agreements;
- Representation during collective bargaining negotiations both at the table and on a consulting basis, including mediation and arbitration;
- Representation at IU5 Board of School Directors' meetings and hearings before the Board on school law matters including student discipline hearings, employee discipline and/or termination hearings, employee grievances, reductions-in-force, dismissal, and expulsion hearings.

2.8. Any attorney or firm performing services as the IU5 solicitor should have experience and be available upon request to make presentations and facilitate professional development on current legal topics with Intermediate Unit staff and county job-alike advisory groups. In your submission, please describe the ability and capacity of the firm to meet this expectation.

- 2.9. Any attorney or law firm performing services as the IU5 Solicitor should provide periodic advisory communications on school law matters including writing and distributing “pool counsel” memorandums to IU staff and other potentially interested parties who contract to receive such guidance which includes other school districts/school entities who participate in the “pool.” Topic areas for pool counsel reports include special education, employment/labor issues, and technology/data privacy. In your submission, please describe the ability and capacity of the firm to meet this expectation.
- 2.10 If the firm is unable to provide service in any area identified above, please describe or state how the firm would provide consultative service from a secondary source, understanding that the IU5 retains the right to engage more than one law firm and/or attorney to handle any of the above matters.

3.0 **SCOPE OF SERVICES**

Selection and Appointment of Legal Counsel

- 3.1 The IU5 solicitor may be a firm or individual practitioner.
- 3.2 Prior to formal engagement, prospective legal counsel will be required to provide documentation of credentials as described in section 2.0-2.11. In addition, prospective legal counsel should also ensure that the submission includes information outlining:
- Expertise in the area for which engaged;
 - Unique accomplishments/examples of excellence, including examples of written work;
 - Positions of leadership in the field of education law;
 - Resumes of the specific attorneys who will be assigned to provide services to the IU5
 - A list of current school district and Intermediate Unit clients and the primary contact for each client;
 - A minimum of three letters of reference from current or former school districts and/or Intermediate Unit clients is preferred;
 - Other relevant information; and
 - The proposed engagement letter or contract.
- 3.3 The primary criteria in selecting legal counsel will be the ability to provide the highest quality, cost effective legal services along with successful experience representing school entities, with experience representing Intermediate Unit(s) preferred.
- 3.4 In determining the provision of the highest quality services, the IU5 will focus on documentation of credentials and references provided by prospective legal counsel. As a result, solicitor firms should highlight key issues, strengths, and priorities from their perspective of successful school law representation including the ability to meet the tasks and requirements outlined in Sections 2.0 - 2.11 (*Qualification Requirements*) and Sections 3.0 - 3.6 (*Scope of Services*) of this RFP.

3.5 In determining the provision of cost-effective services, the IU5 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 attorney or administrator time spent on legal matters, use of paralegals where appropriate, collaboration with other attorneys 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.

3.6 The services that the IU5 may require and/or expect of a solicitor or other attorney retained by the IU5 may include any or all the following:

- Attending IU5 Board of School Directors meetings, when requested;
- Attending executive sessions of the IU5 Board of School Directors, when requested;
- Issuing opinion letters;
- Preparing and reviewing contracts, requests for proposals, or invitations to bid;
- Preparing and reviewing legal notices;
- Preparing and reviewing resolutions necessary for the business and affairs of the IU5;
- Providing advice and counsel on special education matters;
- Assisting with and reviewing grant applications;
- Reviewing and/or preparing Board policies or administrative regulations;
- Reviewing board agenda, treasurer's report, and investments, when requested;
- Representing the IU5 in adversarial proceedings such as IDEA special education hearings, employee grievances or other employment related hearings;
- Providing guidance on Right to Know Law requests including assisting with preparation of staff affidavits, responding to Right to Know appeals made to the Office of Open Records and/or other legal bodies;
- Serving either as advisor to the Board of School Directors' or representing management at Board of School Directors' hearings;
- Providing legal advice and recommendations with respect to any issues, including such matters as governance, finance, property, pupils, employees, contractors, third party vendors, data security, technology related issues, liability, construction, debt issuance, litigation, contracts, civil rights, statements of work, and applicable laws, regulations, and ordinances;
- Working and cooperating with other legal counsel that may be retained by the IU5, including IU5 Executive Director;
- Reviewing and/or negotiating contracts, statements of work and other agreements;

- Providing legal seminars and training to the Board of School Directors, the administration, supervisory and other staff;
- Providing periodic advisory communications on school law matters;
- Providing summaries of contracts or insurance policies;
- Reviewing new legislation and reporting on requirements any such legislation may impose on school entities;
- Conducting legal audits of the IU5 practices and/or policies;
- Providing “pool counsel” memorandums that can be shared with IU5 administrators, Board of School Directors, and other school districts who participate in the pool counsel program. Pool counsel topic areas include: Special Education, Employment/Labor issues, and Technology/Data/Privacy issues.
- Performing such other services that may be requested from time-to-time by the IU5; and
- If the firm is unable to provide service in an area identified above, state how the firm would provide consultative service from a secondary source.

4.0 **TIMEFRAME**

The successful legal firm will be expected to commence the provision of services on or about July 1, 2024, and the term of the resultant contract will be for five (5) years. However, the IU5 reserves the right to terminate the engagement at any time, without cause, with sixty (60) days prior notice.

5.0 **PROPOSALS**

5.1 **Submission and Deadline**

All proposals must be submitted in hard copy form by submitting **three** copies by 3:30 p.m. on **Monday, May 6, 2024**, to:

Brad Whitman, Executive Director
Northwest Tri-County Intermediate Unit 5
252 Waterford Street
Edinboro, PA 16412

Questions regarding this RFP may be directed to Brad Whitman by e-mail at brad_whitman@iu5.org by **Monday, May 6, 2024**.

Proposals are due no later than Monday, May 6, 2024. To allow sufficient time for the awarding process, bids may not be withdrawn for a period of ninety (90) days from date of bid opening.

Board action to accept the successful firm is expected to occur on or after **May 22, 2024**.

5.2 **Submittal Letter**

Respondents shall submit a cover letter, addressed to the Executive Director, 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 IU5 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.

5.3 **Experience**

Respondents are to provide a summary of the firm's experience on similar types and sizes of engagements with emphasis on Intermediate Units in the Commonwealth of Pennsylvania, and detailed 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 2 and Section 3, provide detailed resumes of persons proposed to work directly with the IU5 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 attorney and main contact for the IU5 is required to be named, along with the names of any attorneys likely to be assigned to the IU5 account.

5.4 **References**

A minimum of three (3) school district and/or Intermediate Unit client references is preferred, references should focus on the areas outlined in this RFP. The client references should include the name of the organization, address, telephone number, individual contact person, contact person e-mail address, the dates services were performed, a description of the services provided, and the total approximate legal spend of the client during the period of service. Please also include a list of any public school clients and/or Intermediate Units who may have terminated services in the last three years.

5.5 **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. Suggested fee schedules could include blended hourly rates, straight hourly rates, retainers, flat fees, etc. Explain how the suggested

fee schedule is the most cost-effective way to serve the IU5. Each response may include 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 professionals; and (c) a schedule of all out-of-pocket disbursements which you anticipate will result in a charge to the IU5, and the rate for each. Note that the IU5 expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The IU5 is exempt from payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or Commonwealth of Pennsylvania. Such taxes must not be included. List any expected changes to the fee proposal in the next five (5) years. The successful respondent must alert the IU5 to fee schedule changes no later than December 31st of each year to become effective the following July 1st.

5.6 **Form of Contract**

The IU5 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 IU5. The form of contract for any award made as a result of this proposal will be a IU5 purchase order, referencing this RFP, which shall be considered as part of this contract. 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 IU5 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.

6.0 **EVALUATION AND AWARD**

The following criteria will be used, without limitation and in no particular order of importance, 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 IU5 is not bound to select the legal firm who proposes the lowest fees. The IU5 reserves the right to negotiate fees with the selected legal firm;
- Information obtained by the IU5 from firm's references or other clients; and

- Best interests of the IU5

Proposals in response to this RFP will be reviewed against the criteria listed throughout this RFP. It is understood that the IU5 retains the right to appoint a single attorney or law firm to represent the IU5 in all matters contained in this RFP and/or may choose to appoint multiple attorneys or law firms to represent the IU5 in selected legal matters. (For example, the IU5 may name one law firm or attorney to represent the IU5 for special education matters and another law firm or attorney to represent the IU5 on employment related matters and/or another law firm or attorney to represent the IU5 in another topic area.)

6.1 **Selection Procedures**

- The IU5 intends to enter into a contract with the most responsible and responsive legal firm and/or attorney that is determined to be in the best interest of the IU5.
- The IU5 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(s).
- The IU5 will evaluate all responsive and responsible proposals based on the criteria enumerated throughout this RFP. The IU5 may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- Respondents are advised that the IU5 reserves the right to award this contract solely on the basis of the submitted proposals.
- The IU5 reserves the right to award this contract to more than one attorney/law firm based on the expertise of that attorney/law firm.

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 IU5 Board of School Directors.
- Legal counsel will render monthly bills for services and costs. Such monthly 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 IU5 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 timekeeper, and the total fee charged; and
 - Provide a separate section detailing the expenses associated with the legal services and billed to the IU5.
- As described earlier, legal counsel shall provide prior notice of increases in hourly rates of timekeepers expected to perform work for the IU5.

7.0 **GENERAL REQUIREMENTS AND CONDITIONS**

7.1 **Insurance**

- 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.
- 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 legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.
- Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the IU5. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the IU5 Director of Finance.
- 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 IU5 harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the legal firm shall be liable to, or for the benefit of, the IU5 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 IU5 Director of Finance.

- 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 IU5's option.

7.2 **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 IU5 Board of School Directors including but not limited to, its elected officials, its officers, and agents from any and all claims made against the IU5 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 the legal firm during the firm's performance of its Agreement. The IU5 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.

8.0 **CONFLICT OF INTEREST**

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the IU5.

9.0 **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/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.

10.0 **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 State or Federal Bar.

11.0 **AFFIRMATIVE ACTION/EEO STATEMENT**

As a condition of doing business with the IU5, 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 attached Affirmative Action Statement/Equal Employment Opportunity Statement.

12.0 **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 IU5 is not bound to accept them if it determines that they are not in the best interest of the IU5.

13.0 **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. All proposals for services and related materials become the property of the Northwest Tri-County Intermediate Unit. The IU5 is not obligated to accept any proposal or negotiate with any respondent. All proposals are subject to final approval by the IU5 Board of School Directors who reserve the right to reject any or all proposals and/or parts of proposals in their sole discretion. All costs directly or indirectly related to responding to this RFP including all costs incurred in supplementary documentation, information, presentation, or attending interviews with the IU5 will be borne by the proposer.



Northwest Tri-County Intermediate Unit 5

252 Waterford St. Edinboro, PA 16412
Phone: 814-734-5610 / 1-800-677-5610
Fax: 814-734-2303
TDD: 711
www.iu5.org

TO: Potential Law Firms/Attorneys Submitting Proposals To Provide Legal Services

FROM: Mr. Brad Whitman, Executive Director

RE: Affirmative Action Statement/EEO

The Northwest Tri-County Intermediate Unit (IU5) is an Equal Employment Opportunity Employer. The IU5 does not discriminate on the basis of race, color, national origin, religion, gender, age, veteran status, political affiliation, sexual orientation, marital status, or disability (in compliance with the Americans with Disability Act.)

In order to have your firm be eligible for consideration under this RFP, please complete and return the following Statement of Policy verifying that your law firm is also an Equal Employment Opportunity Employer.

Equal Employment Opportunity Employer

_____ is an Equal Employment Opportunity Employer and does not discriminate on the basis of race, color, national origin, religion, gender, age, veteran status, political affiliation, sexual orientation, marital status or disability (in compliance with the Americans with Disability Act.)

In addition, the firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes in the Commonwealth of Pennsylvania and at the federal level.

Date

Signed (Name/Title of Law Firm Officer)

Telephone

Street Address

City/State/Zip Code