

## **PART I: BACKGROUND INFORMATION**

### **A. PURPOSE OF REQUEST FOR PROPOSAL**

The District intends to select a law firm that demonstrates the highest level of knowledge, experience, customer service, and cost-efficiency in labor law, business and finance law, contract law, special education law, tax law, technology law, school law, and intellectual property.

The District will evaluate proposals and make its selection using its sole discretion. The District reserves the right to select multiple law firms based on the District's needs, to reject any and all proposals, and to use law firms who have not responded to this RFP.

### **B. WILSON SCHOOL DISTRICT**

Wilson School District is located in West Lawn, Pennsylvania, on the outskirts of Reading. The District serves approximately 6,400 students with over 1100 staff members. Wilson School District is comprised of five elementary schools, two middle schools, and one high school. Additional information may be obtained by visiting the District's website at [www.wilsonsdist.org](http://www.wilsonsdist.org).

### **C. QUALIFICATION REQUIREMENTS**

The solicitor firm and such other attorney retained by the District shall meet or exceed the following minimum qualifications:

- The attorney or firm retained must be properly licensed to practice law in the Commonwealth of Pennsylvania.
- Any attorney performing services for the District must be admitted to practice in all of the state courts and administrative agencies in the Commonwealth of Pennsylvania. The firm must also have an attorney admitted to Federal District Court for the Eastern District of Pennsylvania.
- The primary members of the team providing legal services to the School District must have at least a minimum of five (5) years of prior legal experience in representing public school districts in the Commonwealth of Pennsylvania and possess comprehensive knowledge of the laws, both federal and state, which affect public education institutions.
- Ability to provide same-day responses during and/or after regular business hours.
- Assignment of a lead attorney with appropriate education law experience.
- Multiple attorneys with expertise in intellectual property, labor law, business law, finance law, contract law, special education law, tax law, technology law, and school law.
- Must have no conflict of interest in representing the District.
- Be willing to participate in an onsite interview with the District

### **D. SCOPE OF LEGAL SERVICES**

The successful legal firm will provide the following services, when requested, including, but not limited to:

- Represent and advise the District and designated staff on detailed requirements of educational law including, but not limited to, special education and student discipline related to special education.

- Preparation of staff for participation in hearings related to their work assignments, i.e., special education due process and administrative hearings.
- Provide professional development for District administrators and/or staff related to special education.
- Provide periodic advisory communications on education law matters and board policies related to special education.
- Review and draft correspondence and policies on special education matters.
- Work collaboratively with any additional District appointed special counsel.
- Other tasks as requested.

## **E. TIMEFRAME**

The successful legal firm will be expected to commence the provision of services on or about July 1, 2023, and the term of the resultant contract will be for five (5) years. However, the district reserves the right to terminate the engagement at any time, without cause, with sixty (60) days prior notice.

- Issue RFP released **May 2, 2023**
- Deadline to submit RFP questions by **May 8, 2023**
- Proposals received by **May 15, 2023**
- Interviews of selected firms may be conducted the week of **May 22 to May 25, 2023**.
- Board action to accept the successful firm will occur **June 5, 2023**

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.

## **F. RESPONSES TO RFP**

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

All proposals must be received both **electronically** and by **hard copy** by May 8, 2023, no later than 4:00 PM Eastern Standard Time. Proposals received after this time will not be considered.

**One original and five copies shall be submitted to:**

**Wilson School District  
Attn: Christine Schlossman, CFO  
2601 Grandview Blvd.  
West Lawn, PA 19609**

All proposals must be e-mailed to Christine Schlossman, Chief Financial Officer, at [schchr@wilsonsd.org](mailto:schchr@wilsonsd.org). Questions regarding this RFP may be directed to Dr. Andrew Hoffert, Assistant Superintendent, by e-mail at [hofand@wilsonsd.org](mailto:hofand@wilsonsd.org) by **May 8, 2023**. All questions and responses will be posted online via the district website under the Finance Department page. Proposals are due no later than May 8, 2023, at 4:00 pm. Interviews of selected firms may be conducted the week of May 15, 2023. Board action to accept the successful firm is expected to occur on June 5, 2023.

## G. RFP QUESTIONS

All questions regarding this RFP shall be submitted by email to Dr. Andrew Hoffert, Assistant Superintendent at [hofand@wilsonsd.org](mailto:hofand@wilsonsd.org). This email must identify the person's name and firm. The deadline for all questions will be **May 8, 2023**. All responses to questions and any amendments to the RFP will be posted on the District's website.

All firms who have 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.

## H. 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 Commonwealth of Pennsylvania, listed on the Pennsylvania Insurance Department's approved list, and with a financial strength rating of at least A- by AM Best. Any and all exceptions must be approved by the Superintendent or his designee. Insurance coverage shall remain in full force for the duration of the engagement letter term including any and all extensions or renewals 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.
  - 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 firm to pay and/or indemnify.
  - ii. Workers' Compensation in accordance with Pennsylvania Statutes.
  - iii. Professional Liability Insurance, including errors and omissions, with a limit of not less than \$2,000,000 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.
  - iv. The Wilson School District is named as Additional Insured, under the Commercial General Liability and Professional Liability insurance policies.
  - 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 Superintendent or his designee. 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 settlement of judgment in any amount above the limits set in Paragraphs I. a. i. and iii. herein, the legal firm shall be liable to, or for the benefit of, the District for the excess.
  - vi. Insurance requirements and coverage may be reviewed from time to time during the term of the engagement letter and representation and all extensions and renewals thereof. The legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the Superintendent or his designee.
  - vii. 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 the 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 Wilson 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 attorney’s 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 of facility in Pennsylvania. 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 engagement letter and services provided under it.
  - iv. iv. Agree that the District and the legal firm may terminate the engagement letter at any time with sixty (60) 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 and the State of Pennsylvania.
  - vii. Agree that if the District cannot, in good faith, negotiate a written engagement letter 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 engagement letter with the District.

## **I. EVALUATION AND AWARD**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsible 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 RFP will be reviewed against the criteria listed above.

#### **J. SELECTION PROCEDURES**

- The District intends to enter into an engagement agreement with the most responsible responsive legal firm whose proposal is determined to be in the best interest of the District. The terms of the engagement letter and the termination thereof shall be in accordance with the provisions of the applicable Rules of Professional Conduct.
- 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 an engagement letter with the successful legal firm.
- 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.
- The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section I as referenced above. The District may afford firms the opportunity to clarify proposals for assuring a full understanding of their responsiveness to the RFP.
- The District will 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.

#### **K. NO DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE**

The District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this RFP or participating in the RFP process.

#### **L. PRINCIPAL/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 engagement letter 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.

#### **M. CONFLICT OF INTEREST**

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

#### **N. DISCIPLINARY ACTION**

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

## **O. 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.

## **P. 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.

## **Q. 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 engagement letter. 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.

## **R. ADDITIONAL INFORMATION AND REVISION**

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.

## **PART II: INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

### **A. 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 contact information for the individual the District should contact regarding the response to the RFP. 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.

### **B. 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 Pennsylvania, and detail on experience with public sector employment law and educational law. This summary must include the firm's experience in the areas of services described in Part 1 Section D, Scope of Legal 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.

### **C. 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.

### **D. FEE PROPOSAL**

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payments to perform all services. Respondents may bid but are not required to bid on an annual retainer, against which discounted rates will be billed. As part of the proposal, 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 for any work not within the scope of this RFP. The retainer and other fees must be broken out for each year of the engagement. Note that the District expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The district is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the Commonwealth of Pennsylvania. Such taxes must not be included.

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.

#### **E. FORM OF ENGAGEMENT LETTER**

The District intends to negotiate and enter into an engagement letter with the most responsible respondent whose proposal is determined to be in the best interest of the District. The form of engagement letter 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 engagement letter. The amount will be based on the fees shown in this proposal, as modified if necessary, during the negotiations. If respondent will require the District to sign additional or separate documents, a copy of the proposed document must be included with the proposal. In the event of a discrepancy between the firm's proposed engagement letter and this RFP, the terms of this RFP shall govern.



**NON-DISCRIMINATION AFFIDAVIT  
TO BE COMPLETED BY LAW FIRMS RESPONDING TO  
WILSON SCHOOL DISTRICT'S RFP FOR LEGAL SERVICES**

The RESPONDING LAW FIRM completing this form is: \_\_\_\_\_:

The RESPONDING LAW FIRM agrees that it:

- Shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability.
- Shall ensure that applicants are considered for employment, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex.
- Shall post in conspicuous places, available to all employees, a notice of non-discrimination as required under applicable law.

Signed under oath by: \_\_\_\_\_

Name and Title of Authorized Individual

COMMONWEALTH OF PENNSYLVANIA )

) ss

COUNTY OF \_\_\_\_\_ )

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**WILSON SCHOOL DISTRICT  
NON-COLLUSION AFFIDAVIT**

Contract / RFP Number: \_\_\_\_\_

State of: \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price (s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the prices(s) nor the amount of this bid, and neither the approximate price (s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by **Wilson School District** in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Wilson School District** of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_ (Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023

\_\_\_\_\_ (Notary Public) My Commission Expires \_\_\_\_\_