

MONROE CAREER AND TECHNICAL INSTITUTE

REQUEST FOR PROPOSALS

Legal Services

1. INTENT

The Monroe Career and Technical Institute (the "MCTI") is soliciting proposals from qualified licensed full service law firms to represent MCTI in basic legal matters and litigation, excluding litigation handled by attorneys selected by School insurance carriers. The term of the engagement is for a three (3) year period commencing July 1, 2016.

2. QUALIFICATION REQUIREMENTS

Respondents to this Request For Proposal must meet the following minimum requirements:

- a) Be a member in good standing of the Bar Association of the Commonwealth of Pennsylvania.
- b) Be a member in good standing of the Bar of the United States District Court of Pennsylvania.
- c) Must have experience with Federal and State education laws and have a minimum of ten (10) years' experience working with or for a Pennsylvania School District in all areas of services required herein.
- d) Provide same day responses to District Legal matters.
- e) Assignment of a lead attorney with appropriate experience.
- f) Minimum of five attorneys with experience in Pennsylvania education law.
- g) The firm's business entity is designated as one of the following:
 - a. Professional Corporation
 - b. Limited Partnership
 - c. Limited Liability Partnership
 - d. Limited Liability Company (Excluding disregarded entities)

3. SCOPE OF SERVICES

a) Background Information

The Monroe Career & Technical Institute is located in Northeastern Pennsylvania, serving Pocono Mountain, East Stroudsburg, Pleasant Valley and Stroudsburg Area School Districts. The School has an enrollment of approximately 1,000 students. In addition, MCTI has an adult education program consisting of approximately 500 students. The adult education program provides career and technical training, customized job training, self-improvement courses and special interest courses to members of the community. MCTI consists of one (1) main building and several garages. The School employs approximately 87 full and part-time employees and is represented by two collective bargaining units.

In addition, MCTI will need legal services for the Monroe County Area Vocational-Technical School Authority (The "Authority"). The Authority was established on August 17, 1970 for the purpose of acquiring, holding, constructing, improving, maintaining, owning or leasing, either in the capacity of lessor or lessee, buildings and facilities for the benefit of the Monroe Career and Technical Institute ("MCTI"). The Authority is a joint venture of the four member school districts. The Authority is part of the primary government of MCTI and is reported as blended component unit in MCTI's financial statements. Legal Services are needed for one (1) annual meeting.

b) Specific Tasks

The successful legal firm will provide services including, but not limited to:

- i. Represent and advise MCTI and Administration on detailed requirements of educational law.
- ii. Consultation on personnel, labor relations, regular and special education, student discipline and general school law by telephone, e-mail and conferences held at the School.
- iii. Contracts, Proposals and Agreements analysis, review, interpretation and recommendations.
- iv. Representation during collective bargaining negotiations both at the table and on a consulting basis, including mediation and arbitration.
- v. Representations at meetings and before the Joint Operating Committee on all school law matters, including student discipline hearings, employee discipline, non-renewals, reductions-in-force, dismissal, and expulsion hearings. Attendance at one (1) regular public meeting per month, attendance at any special public meetings that may occur throughout the school year and accompanying all Executive Sessions that are held prior to and subsequent to each Joint Operating Committee Meeting.
- vi. Attendance at one (1) Cabinet meeting per quarter.
- vii. When appropriate, review of student records, proposed and existing IEP's and case files, and initial assessment of all potential appeals. When necessary, represent the School at due process hearings and other legal proceedings.
- viii. In-service meetings with school administration and/or staff.
- ix. Periodic advisory communications on school law matters.
- x. Preparation, Drafting, Assistance and Review of Joint Operating Committee Resolutions, Joint Operating Committee Policies, Legal Notices and other legal correspondence matters.
- xi. Advise on special education legal issues.
- xii. Advise on Open Records requests.

4. TIMEFRAME

The successful legal firm will be expected to commence the provision of services on July 1, 2016 and will continue through June 30, 2019.

5. MANAGEMENT OF AGREEMENT

The contract shall be managed for MCTI by the Director/Designee and the Business Manager.

6. PROPOSALS

Respondents to this Request For Proposals 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.

a) Submission and Deadline

All proposals must be received by **10:00 a.m. on Friday, April 29, 2016.** One (1) original and five (5) copies shall be submitted to:

**Monroe Career & Technical Institute
194 Laurel Lake Road
Bartonsville, PA 18321
Attention: Diane M. Serfass, PRSBA
Business Manager**

If there are any questions about this Request For Proposals for Legal Services, you may contact Mrs. Diane M. Serfass, Business Manager at (570) 629-2001 Ext. 1109 or e-mail at dserfass@monroecti.org. Deadline for questions is April 19, 2016.

All firms who are furnished a copy of this Request For Proposals, but decide not to provide a Proposal to MCTI are asked to submit a negative reply. Specific comments and observations are encouraged.

LATE PROPOSALS WILL NOT BE CONSIDERED

b) Submittal Letter

Respondents shall submit a cover letter addressed to the Business Manager. The cover letter is to be signed by an authorized principal or agent of the law firm and provides an overview of the respondent's offer, as well as the name, title, e-mail and phone number of the person to whom MCTI may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this Request For Proposal that is signed by an officer or other individual with authority to bind the firm.

c) Experience

Legal firms must have a minimum of ten years' experience in all areas of law specified within 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 provide detail on experience with public sector employment law and education law. This summary must include the firm's experience in the areas of services described in Section 3 - Scope of Services. Detailed resumes of the Professional Staff proposed to work directly with the School must be provided and the level of responsibility of each professional staff member must be indicated. Resumes are to include educational qualifications and previous work assignments that relate to this Request For Proposal and the number of years working with the firm specifically.

d) References

A minimum of ten (10) client references which encompass the areas outlined in this Request For Proposal, especially other local school districts and governmental agencies, must be identified. The client reference list 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.

e) Fee Proposal

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. The School requests that the fee be in the form of an annual retainer. 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
- (b) a single hourly rate for all associates
- (c) an hourly rate for clerical, paralegal or other para-professional staff
- (d) For any work not within the scope of this Request For Proposal
 - a. a single hourly rate for all partners
 - b. a single hourly rate for all associates
 - c. an hourly rate for clerical, paralegal or other Para-professional staff
- (e) a schedule of all out-of-pocket disbursements which are anticipated to result in a charge to MCTI, including, but not limited to:
 - a. Filing Fees
 - b. Advertising
 - c. Expert Fees
 - d. Exhibit Preparation
 - e. Photocopying
 - f. Overnight Delivery

The retainer and other fees must be broken out for each year of the engagement. MCTI requires reimbursable charges will be charged at the firm's actual cost without additional mark-up. MCTI is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and the Commonwealth of Pennsylvania and these taxes are not to be charged.

MCTI reserves the right to negotiate fees and payment schedules with the selected respondent. MCTI will not pay broker's fees, commissions, or late charges nor will MCTI contract with an intermediary entity.

f) Form of Contract

MCTI 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 School. The form of contract for the award made as a result of this proposal shall be a "Scope of Services and Compensation Agreement" referencing the agreed upon terms of the Request For Proposal. The Fees will be based on the amount of fees shown in this proposal or as modified if necessary during negotiations. A copy of the proposed contract (Scope of Services and Compensation Agreement) must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this Request For Proposal, the terms of this Request For Proposal shall govern.

7. EVALUATION AND AWARD

a) Selection Criteria

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

- i. The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- ii. The background and experience of the legal firm in providing similar services as well as the specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract.
- iii. Location of Firm's office.
- iv. Proposed fees and costs. MCTI is not bound to select the legal firm who proposes the lowest fees, however. MCTI reserves the right to negotiate fees with the selected legal firm.
- v. Information obtained by MCTI from the firm's client references list.

- vi. Best interests of MCTI.

b) Selection Procedures

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

- i. MCTI reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the Request For Proposal and to negotiate a contract with the successful legal firm.
- ii. MCTI will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- iii. MCTI will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7(a) as referenced above. The school may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the Request For Proposal.
- iv. MCTI may conduct interviews of the legal firms it judges to be the most qualified to perform the services required, based upon the criteria in this Request For Proposal. If so, legal firms 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 MCTI reserves the right to award this contract solely on the basis of the submitted proposals.

8. GENERAL REQUIREMENTS AND CONDITIONS

a) Insurance

The selected provider shall be required to furnish proof of the following insurance coverage within ten (10) business 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 an AM Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Business Manager. Insurance coverage shall remain in full force for the duration of the Contract 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 the policy expiration date.

- i. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Any and all deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- ii. Workers' Compensation Coverage in accordance with Pennsylvania State Statutes:
 - 1. Coverage A - Workers' Compensation- Statutory
 - 2. Coverage B - Employers Liability \$500,000 Each Accident; \$500,000 Each Individual by Disease; \$500,000 Aggregate by Disease.
- iii. Commercial Automobile Insurance with limits of \$1,000,000 per occurrence for bodily injury and property damage.
- iv. 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.
- v. The Monroe Career & Technical Institute is named as Additional Insured under the Commercial General Liability, Employer's Liability and Commercial Automobile Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE.

(Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.)

- vi. For each type of insurance coverage named above, the firm selected shall provide not less than a thirty (30) day notice of cancellation to MCTI. Any and all exceptions shall be reviewed by the Business Manager.
- vii. 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 MCTI harmless so that in the event that any claim results 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, MCTI for the excess.
- viii. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals thereof. The legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the Business Manager.
- ix. 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 the option of MCTI.

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 Monroe Career & Technical Institute, including but not limited to, its elected officials, its officers, employees, and agents, from any and all claims made against MCTI, 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. MCTI 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 Request For Proposal will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted that the firm must:

- i. Have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
- ii. Have the personnel and reserve resources available to sufficiently 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 contract and services provided under it.
- iv. Agree that MCTI and the legal firm may terminate the contract at any time with ninety (90) days written notice. In the event of termination, MCTI shall pay the legal firm for any services rendered prior to termination. However, if the selected legal firm has damaged MCTI in any way, such payment may be withheld until MCTI determines whether or by how much such payment should be reduced.
- v. Agree to accept and follow management direction from MCTI and specifically, the School's Central Administration.
- vi. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Pennsylvania, County of Monroe and its municipalities.
- vii. Agree that if MCTI cannot in good faith negotiate a written contract within a reasonable time with the selected legal firm, MCTI may unilaterally cancel its selection of that legal firm.

- viii. Agree that payments to the legal firm will be made as agreed upon in the contract with MCTI. Payments will be based upon thirty (30) days from the date the invoice is approved by MCTI.
- ix. Agree that the contract between MCTI and the legal firm shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the County of Monroe.

9. NON-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 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 conflict of interest exists in rendering service to and in representing Monroe Career & Technical Institute.

11. DISCIPLINARY ACTION

Respondents shall provide a statement that no attorney affiliated with respondent has, within ten 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 MCTI, 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 enclosed Affirmative Action Statement.

13. TAXPAYER'S IDENTIFICATION NUMBER

The selected respondent must fill out and submit the *Internal Revenue Service Form W-9 – "Request for Taxpayer Identification Number and Certification."*

14. ALTERNATIVES AND EXCEPTIONS AND REVISIONS TO PROPOSALS

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 agreement. Legal firms may submit alternate proposals which deviate from the Request For Proposal or take exceptions to this Request For Proposal. However any alternates and exceptions shall be clearly identified as such and shall include a discussion of the purpose and benefits to such alternation or exception, and MCTI is not bound to accept them if it determines that they are not in the best interest of MCTI.

15. ADDITIONAL INFORMATION

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 the proposals. Requests for additional information after April 13, 2016 will not be provided to the firm requesting respective information, nor provided to any other firm that may provide a proposal.

NON-COLLUSION AFFIDAVIT

State of _____:

: S.S.

County of _____:

I state that I am _____ of _____
Title Firm Name

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 rate(s) and the amount of this proposal.

I state that:

(1) The rate(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other legal services firm or person(s).

(2) Neither the rate(s) nor the amount(s) of this proposal have been disclosed to any other firm or person(s) who is providing or has provided a proposal and these rate(s) and amounts will not be disclosed before Request For Proposals submission deadline.

(3) No attempt has been made or will be made to induce any firm or person to refrain from providing a proposal on this request, or to submit a proposal higher than this request, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal 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 proposal.

(5) _____, its affiliates, subsidiaries, officers,

Name of My Firm

directors and employees are not currently under investigation by any governmental agency and have not in the last ten 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 or submitting proposals on any public contract, except as follows:

I state that _____ understands and acknowledges that

Name of My firm

the above representations are material and important, and will be relied on by the **Monroe Career & Technical Institute** in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **Monroe Career & Technical Institute** of the true facts relating to the submission of proposals for this contract.

Name and Firm Position

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY of _____, _____

My Commission Expires _____

Notary Public

Conflict of Interest Statement

I state that I am _____ of _____ and that neither
Title Firm Name

member(s) of the firm nor any of the immediate family members have any direct material interest in the **Monroe Career & Technical Institute** at present as well as over the past ten years.

Please indicate below all direct or indirect conflicts of interests that have existed or currently exist in present time:

Firm Name Date

Signature

Statement of Disciplinary Action

I state that I am _____ of _____ and that no member(s) of
Title Firm Name

any firm has within the past ten years been disciplined by the State or Federal Bar Association for any Legal

Matters.

Firm Name

Date

Signature

Affirmative Action Statement

STATEMENT OF POLICY

It is the employment policy of _____ that equal employment opportunities will be provided to all
Firm's Name

qualified individuals in recruitment, hiring, training, promotion, demotion and termination without regard to race, color, religious

creed, national origin, sex, marital status, sexual orientation, age, or physical disability. This firm is in full compliance with the letter

and intent of the various federal and state equal employment opportunity and civil rights statutes.

Any written policy statements may be affixed to this signed document if so desired or indicated below:

Name and Title (*Please Print*)

Date

Street Address

Telephone Number

City/State/Zip Code

Signature