

**Crawford County Career & Technical Center** 

### REQUEST FOR PROPOSALS

#### LEGAL SERVICES

### 1. **INTENT**

The Crawford County Career and Technical Center (Crawford Tech) is soliciting proposals from qualified licensed full service law firms to represent Crawford Tech in basic legal matters, labor matters, and litigation, excluding litigation handled by attorneys selected by school district insurance carriers. Crawford Tech anticipates entering into an annual agreement with the selected law firm starting on or about November 20, 2025.

### 2. QUALIFICATION REQUIREMENTS

Respondents to this RFP must meet the following minimum requirements:

- 2.1 Member in good standing of the Bar Association of the Commonwealth of Pennsylvania.
- 2.2 Member in good standing of the Bar Association of the Third Federal Circuit.
- 2.3 Must have experience with Federal and State Education laws.
- 2.4 Ability to provide same day response.
- 2.5 Assignment of a lead attorney with appropriate experience.
- 2.6 Must have no conflict of interest in representing Crawford Tech.

## 3. <u>SCOPE OF SERVICES</u>

#### 3.1 **Background Information**

Crawford Tech offers 17 approved career and technical education programs to approximately 600 students from the Crawford Central, Conneaut, and Penncrest School Districts. The County is a mix of urban and rural areas. Students enrolled in local parochial schools may also opt to attend. Crawford Tech is a public, shared-time, half-day about career center providing three year programs, determined by program curriculum. The school was opened in 1968 and is governed by a nine-member Joint Operating Committee comprised of three board members from each of the sending school districts. A budget of approximately \$8.9 million supports the 17 secondary programs, and a variety of adult education classes.

Crawford Tech is located at 860 Thurston Road in Meadville, Pennsylvania, just off of Interstate-79, near the geographic center of Crawford County.

## 3.2 **Specific Tasks**

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

- 3.2.1 Represent and advise Crawford Tech on detailed requirements of educational law.
- 3.2.2 Consultation on personnel, labor relations, special education, student discipline, real estate matters, Right to Know requests, and general school law.
- 3.2.3 Analyze and interpret contracts.
- 3.2.4 Represent Crawford Tech on labor matters including collective bargaining negotiations, both at the table and on a consulting basis, grievances, mediation, and arbitration.
- 3.2.5 Represent Crawford Tech at meetings and before the Joint Operating Committee on school law matters, including student discipline hearings, employee discipline matters, non-renewals, reductions-in-force, dismissals, and expulsion hearings. Attend Professional Advisory Committee and Joint Operating Committee meetings and executive sessions as requested.
- 3.2.6 When appropriate, review student records, proposed and existing IEP's, and case files, including an initial assessment of all potential appeals. Additionally, representation at due process hearings for special education.
- 3.2.7 In-service meetings with Crawford Tech Administrators and/or staff.
- 3.2.8 Advise on school law matters, as well as, review and draft correspondence and policies on school matters as requested.
- 3.2.9 Issue opinion letters, provide legal advice and recommendations on bid documents as requested.
- 3.2.10 Advise on Special Education issues as requested.
- 3.2.11 Advise on Right to Know requests as requested.
- 3.2.12 Represent Crawford Tech at real estate assessment appeal hearings and assist with other real estate matters, when required.

### 4. TIMEFRAME

The successful legal firm will be expected to commence the provision of services commencing November 20, 2025.

Proposal review will begin in October, 2025.

### 5. **PROJECT MANAGEMENT**

The contract shall be managed for the Crawford Tech by the Director or his/her designee.

### 6. **PROPOSALS**

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information.

#### 6.1 **Submission and Deadline**

All proposals must be received by 3:30 p.m. on Monday, November 17, 2025. One original and one copy shall be submitted to:

Crawford County Career and Technical Center Attn. Mr. Kevin L. Sprong 860 Thurston Road Meadville, PA 16335

Questions regarding this RFP may be directed to Mr. Kevin L. Sprong, Director at 814-724-6024.

### **Section 1: Submittal Letter**

Respondents shall submit a cover letter, addressed to the 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 Crawford Tech 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 career and technical centers and school districts in the Commonwealth 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 Crawford Tech and indicate the level of responsibility of each person, professional staff only. Resumes are to include educational qualifications and previous work assignments that relate to this RFP.

### **Section 3: References**

Legal firms must have a minimum of five (5) years experience in all areas of law specified in the Scope of Services. A minimum of five (5) client references, which encompass the areas outlined in this RFP, especially other career and technical centers, local school districts, and governmental agencies, 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 complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. If the fee is in the form of a monthly retainer, that must be so noted.

The fee schedule shall include:

- 1. single hourly rate for all partners and a separate single hourly rate for all associates:
- 2. an hourly rate for clerical, paralegal or other professional; and
- 3. a schedule of all out-of-pocket disbursements which you anticipate will result in a charge to Crawford Tech, and the rate for each.

Note that Crawford Tech expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. Crawford Tech 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.

Crawford Tech reserves the right to negotiate fees and payment schedules with the selected respondent. Crawford Tech will not pay broker's fee or commission, nor will Crawford Tech contract with an intermediary entity.

#### **Section 5: Form of Contract**

Crawford Tech intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of Crawford Tech. The form of contract for any award made as a result of this proposal must include the fees shown in this proposal, as modified if necessary during negotiations. If your firm will be requiring Crawford Tech 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.

## 7. **EVALUATION AND AWARD**

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

- 7.1.1 The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- 7.1.2 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.
- 7.1.3 Proposed fees and costs, although Crawford Tech is not bound to select the legal firm who proposes the lowest fees. Crawford Tech reserves the right to negotiate fees with the selected legal firm.
- 7.1.4 Information obtained by Crawford Tech from firm's references or other clients.
- 7.1.5 Best interests of Crawford Tech.

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

## 7.2 Selection Procedures

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

- 7.2.1 Crawford Tech 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.
- 7.2.2 Crawford Tech will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- 7.2.3 Crawford Tech will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7 as referenced above. Crawford Tech may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- 7.2.4 Crawford Tech 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. If conducted, interviews may be conducted in person or by conference call. Respondents are advised that Crawford Tech reserves the right to award this contract solely on the basis of the submitted proposals.

# 8. GENERAL REQUIREMENTS AND CONDITIONS

### 8.1 **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 coverage shall remain in full force for the duration of the Contract term including any and all extensions of renewal thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- 8.1.1 Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- 8.1.2 Workers' Compensation in accordance with the Commonwealth of Pennsylvania
- 8.1.3 Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Any changes to the legal firm's policy or carrier from year to year will include "Full Prior Acts" coverage.

- 8.1.4 Crawford Tech is 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.)
- 8.1.5 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to Crawford Tech. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by Crawford Tech Business Manager.
- 8.1.6 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 Crawford Tech 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, Crawford Tech for the excess.
- 8.1.7 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 Crawford Tech Business Manager.
- 8.1.8 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.

### 8.2 Hold Harmless Agreement

In addition to the insurance specified above, the legal firm, their consultants, agents and assigns shall indemnify and hold harmless Crawford Tech, including but not limited to, its elected officials, its officers, and agents from any and all claims made against Crawford Tech, 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. Crawford Tech 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.

# 8.3 Conditions

Respondents responding to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in its proposal submitted:

- 8.3.1 The selected legal firm must have the ability to travel to Crawford Tech for monthly board meetings and when necessary for legal representation.
- 8.3.2 The selected firm must have personnel/resources reserve sufficient to assure service continuity, and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- 8.3.3 Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.

- 8.3.4 Agree Crawford Tech and the legal firm may terminate the contract at any time with ninety (90) days written notice. In the event of termination, Crawford Tech shall pay the legal firm for any services rendered prior to termination. However, if the selected legal firm has damaged Crawford Tech in any way, such payment may be withheld until Crawford Tech determines whether such payment should be reduced.
- 8.3.5 Agree to accept and follow management direction from a majority of the Joint Operating Committee Members or the Director.
- 8.3.6 Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, Commonwealth of Pennsylvania and policies of Crawford Tech.
- 8.3.7 Agree if Crawford Tech cannot in good faith negotiate a written contract within a reasonable time with the selected legal firm; Crawford Tech may unilaterally cancel its selection of that legal firm.
- 8.3.8 Agree prompt and timely payments to the legal firm will be made as agreed upon in the contract with Crawford Tech.
- 8.3.9 Agree the contract between Crawford Tech and the legal firm shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the policies of Crawford Tech.

### 9. PRINCIPALS/COLLUSION

By Submission of a proposal, the legal firm does declare the only person or persons interested in this proposal as principal or principals is/are named therein and no other person other than therein mentioned has any interest in this proposal or contract to be entered into; this proposal is made without connection with any person, company or parties making a proposal, and 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 Crawford Tech.

### 11. **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 Grievance Committees of the State or Federal Bar.

## 12. <u>AFFIRMATIVE ACTION STATEMENT</u>

As a condition of doing business with Crawford Tech, the legal firm must comply with all Federal laws, state statutes and executive orders pertaining to non-discrimination.

### 13. SPECIAL COUNSEL

Special counsel may be retained by Crawford Tech any time it is deemed necessary or desirable by the Joint Operating Committee or when recommended by the solicitor or if the solicitor has a conflict of interest.

### 14. TAXPAYER'S IDENTIFICATION NUMBER

The selected respondent whether as individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit the *Internal Revenue Service Form W-9*, *Payers Request for Taxpayer Identification Number*.

## 15. <u>ALTERNATIVES AND EXCEPTIONS</u>

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 Crawford Tech is not bound to accept them if it determines they are not in the best interest of Crawford Tech.

### 16. 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.