WAYNESBORO AREA SCHOOL DISTRICT

REQUEST FOR PROPOSALS

SOLICITOR SERVICES

1. **INTENT**

Waynesboro Area School District (the "District") is soliciting proposals from qualified, licensed law firms to represent the District as Solicitor, including Pennsylvania School Code matters and litigation, excluding special counsel agreements and cases assigned by school district insurance carriers. The District anticipates entering into a three (3) year agreement with the selected law firm starting October 1, 2026.

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 State of Pennsylvania.
2.2 Member in good standing of the Bar of the U. S. District Court, Middle District of Pennsylvania.
2.3 Must have experience with Federal and State Education laws and have a minimum of five (5) years working with or for Pennsylvania school districts in all areas of service required herein.
2.4 Ability to provide same day response.
2.5 Assignment of a lead attorney with appropriate experience.
2.6 A minimum of three attorneys with experience in education law.
2.7 Must have no conflict of interest in representing the Waynesboro Area School District.

3. **SCOPE OF SERVICES**

3.1 **Background Information**

The Waynesboro Area School District covers 93 square miles in Franklin County, Pennsylvania. More than 32,000 people live in the district, which is composed of the Boroughs of Mont Alto and Waynesboro, Quincy and Washington townships, and a portion of Guilford Township. With approximately 3,966 students, the District is the 107th largest in Pennsylvania

The District comprises 120 acres of property and 547,000 square feet of building space:

- 4 elementary schools
- 2 secondary schools
- 1 life skills house
- 1 administration building

3.2 **Specific Tasks**

Although the District may elect to secure specialized legal services from other firms at its discretion, the successful legal firm will be prepared to provide services including, but not limited to:

3.2.1 Represent and advise the Board, District and individual staff members on detailed requirements in various areas of the law, including, but not limited to, educational, child custody and protection, subdivision and land development, zoning, utility, real estate and conveyancing, bankruptcy, construction management, debt collection, decedents' estates, and criminal law.

3.2.2 Consultation on personnel, labor relations, student discipline and general school law from its offices and in person. Telephone inquiries from District on urgent/emergency issues shall be responded to by an attorney within 60 minutes of receipt.

3.2.3 Contract analysis and interpretation.

3.2.4 Representation during collective bargaining negotiations, both at the table and on a consulting basis, including mediation and arbitration.

3.2.5 Representation at meetings and before the School Board on school law matters, including student discipline hearing, employee discipline, non-renewals, reductions-in-force, dismissal, and expulsion hearings.

3.2.6 Representation of the District before the Franklin County Board of Assessment and Revision of Taxes, the Court of Common Pleas of the 39th Judicial District, Franklin County Branch, and the appellate courts of Pennsylvania in all aspects of direct tax assessment appeals, reverse tax assessment appeals, exemption appeals and PURTA appeals.

3.2.7 Representation of the District before the Office of Open Records, the Court of Common Pleas of the 39th Judicial District, Franklin County Branch, and the appellate courts of Pennsylvania under the Pennsylvania Right-To-Know Law.

3.2.8 When appropriate, review of student records, proposed and existing Individual Education Plans (IEPs) and case files, including an initial assessment of all potential appeals.

3.2.9 In-service meetings with district's administrators and/or staff.

3.2.10 Periodic advisory communications on school law matters.

3.2.11 Review and drafting of correspondence and policies on school matters.

3.2.12 Upon request, serve as spokesperson for the District on all legal matters requiring comment to public media.

4. **TIMEFRAME**

The successful legal firm will be expected to commence the provision of services commencing October 1, 2026, and the term of the resultant contract will be for three years.

5. **PROJECT MANAGEMENT**

The Superintendent or designee shall manage the contract for the District.

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 until selection of the successful respondent.

6.1 **Submission and Deadline**

All proposals must be received by 4:00pm, Thursday, August 20, 2026. One original and one copy shall be submitted to: Business Administrator, Waynesboro Area School District, 210 Clayton Avenue, Waynesboro, PA 17268. Questions regarding this RFP may be directed to Eric Holtzman, EdD, Business Administrator, preferably via e-mail eric_holtzman@wasdpa.org or by calling (717) 762-1191 x1131.

The District requests that all firms furnished a copy of this RFP, but deciding not to offer a Proposal to the District, submit a negative reply. The District requests specific comments and observations.

Section 1: Submittal Letter

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

Section 2: Experience

Respondents are to provide a summary of the firm's experience on similar types and sizes of engagements with emphasis on school districts in the State of Pennsylvania, and detail on experience with public sector employment law, and education law. This summary must include the firm's experience in the areas of services described in Section 3, Scope of Services, provide detailed resumes of persons proposed to work directly with the District and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.

Section 3: References

Legal firms must have a minimum of five year's 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 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. The fee schedule shall include services for bond issues and other capital borrowing. 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 you anticipate will result in a charge to the District, and the rate for each. 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 payment of excise

taxes, transportation and sales taxes imposed by the Federal Government and/or State 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 fee or commission, nor will the District contract with an intermediary entity.

Section 5: Form of Contract

The District 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 District. The form of contract 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 this contract. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. If your firm requires the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

7. EVALUATION AND AWARD

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

7.1a The legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted

7.1b 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

7.1c Location of Firm's office

7.1d Proposed fees and costs, although the District is not bound to select the legal firm proposing the lowest fees. The District reserves the right to negotiate fees with the selected legal firm

7.1e Information obtained by the District from firm's references or other clients

7.1f Best interests of the District

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

7.2 Selection Procedures

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

7.2a The District reserves the right to reject any or all proposals or part thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful legal firm.

7.2b 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.

7.2c The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 7 as referenced above. The District may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

7.2d The District may conduct an interview of the legal firms it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, legal firms will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or by conference call. Respondents are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

8. GENERAL REQUIREMENTS AND CONDITIONS

8.1.1 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 shall be issued by an insurance company licensed to conduct business in the State of Pennsylvania with a Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Business Administrator. 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 $2,000,000 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 Pennsylvania General Statutes.

8.1.3 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.

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

8.1.5 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the legal firm by virtue of its promise to hold the District harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set in Paragraph 8.1 herein, the legal firm shall be liable to, or for the benefit of, the District for the excess.

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

8.1.7 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured by procurement of insurance on behalf of legal firm, at the legal firm's expense, at District's option.

8.2 **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 District, including but not limited to, its elected officials, its officers, and agents from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and 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.

8.3 **Conditions**

Respondents 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 an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.

8.3.2 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 that the District and the legal firm may terminate the contract at any time with ninety (90) 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.

8.3.5 Agree to accept and follow management direction from the District and specifically, the District's designated personnel.

8.3.6 Agree to conform to all applicable laws, ordinances and statutes of the Federal Government, Commonwealth of Pennsylvania and policies of the District.

8.3.7 Agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected legal firm, the District may unilaterally cancel its selection of that legal firm.

8.3.8 Agree that periodic payments to the legal firm will be made as agreed upon in the contract with the District.

8.3.9 Agree that the contract between the District and the legal firm shall be governed by and construed in accordance with the laws of the State of Pennsylvania and the policies of the District.

9. **PRINCIPALS/COLLUSION**

By submission of a proposal, the legal firm declares 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. **CONFLICT OF INTEREST**

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

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. **AFFIRMATIVE ACTION STATEMENT**

As a condition of doing business with the District, the legal firm must comply with all Federal laws, State statutes and executive orders pertaining non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

13. **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.

14. **ALTERNATIVES AND EXCEPTIONS**

Only slight additions or changes would be expected to be negotiated with the successful legal firm in order to resolve any variances between the proposal and the final contract. Legal firm may submit alternate proposals or take exceptions to this RFP which deviate from the RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

15. **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.

WAYNESBORO AREA SCHOOL DISTRICT
210 Clayton Avenue
Waynesboro, PA 17268

TO: All Vendors

FROM: Business Administrator

RE: Affirmative Action

The Waynesboro Area School District is an equal opportunity educational institution and will not discriminate on the basis of race, color, national origin, gender, sexual orientation, age or disability, in its activities, programs or employment practices as required by Title II of ADA, Title VI, Title IX and Section 504.

The School Board has made it a matter of policy that it will not transact business with firms that do not comply with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendors list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

_____ _____
Date Signed (Name/Title of Company Officer)

_____ _____
Telephone Street Address

_____
City/State/Zip Code