

The School District of Haverford Township
50 E Eagle Rd
Havertown, PA 19083
<https://www.haverford.k12.pa.us/>

REQUEST FOR PROPOSALS (RFP)
LEGAL SERVICES
Real Estate Property Tax Assessment Matters

1. INTENT & BACKGROUND

The School District of Haverford Township (the “District”) is soliciting proposals from qualified, licensed full-service law firms to represent the District in the capacity of “Special Counsel” for Real Estate Property Tax Assessment matters, including representation before the Board of Assessment, Court of Common Pleas, and any appellate courts as may be necessary.

2. QUALIFICATION REQUIREMENTS

The Special Counsel and/or firm retained by the District shall meet or exceed the following minimum qualifications:

The lead attorney or firm retained must be properly licensed to practice law in the Commonwealth of Pennsylvania.

The lead attorney(s) acting as Special Counsel must have a particularized knowledge in the area of Real Estate Tax Assessment Law and Procedure and experience practicing Tax Assessment Law before County Boards, the Court of Common Pleas, and Appellate Courts for a minimum of five (5) years.

The lead attorney(s) must have a demonstrated ability to:

- Collaborate with appraisers to obtain direct value of real estate tax parcels;
- Provide the District with cost estimates related to litigation;
- Attend hearings before the Delaware County Tax Assessment Board regarding taxpayer assessment appeals;
- Provide guidance on potential District Tax Assessment Appeals in accordance with Board Policy and procedures and State and Federal Statutes;
- Provide guidance on the development of Board Policy and/procedure and criteria for Real Estate Tax Assessment Appeals;
- Represent the District in all Tax Assessment matters from inception through disposition.

3. SCOPE OF SERVICES

Selection and Appointment of Legal Counsel

The primary criteria in selecting legal counsel will be the provision of the highest quality and cost-effective services.

The services that the District may require of its Special Counsel for Tax Assessment may include the following:

- Attending executive sessions;
- Issuing opinion letters;
- Preparing legal notices;
- Preparing tax resolutions or other resolutions related to the real estate property tax assessments of the District;
- Reviewing and/or preparing Board policies or administrative regulations related to property tax assessments;
- Providing legal advice and recommendations with respect to real estate property tax assessments and assessment appeals;
- Reviewing new legislation related to taxation and reporting on requirements any such legislation may impose on the District;
- Litigating tax assessment matters from inception through disposition.

4. TIMEFRAME

The successful legal attorney or firm will be expected to commence the provision of services on or about April 1, 2023, with reappointment to be determined on an annual basis. However, the District reserves the right to terminate the engagement at any time, without cause, with sixty (60) days prior notice.

5. PROPOSALS

Submission and Deadline

All proposals must be e-mailed to Linda Teodoro, Business Department Secretary, at lteodoro@haverfordsd.net and must have RFP for Legal Services in the subject line. Questions regarding this RFP may be directed to Bob Cochran, Interim Business Manager, by e-mail at rcochran@haverfordsd.net by March 7, 2023. **Proposals are due no later than March 8, 2023 at 1:30 pm.**

Submittal Letter

Respondents shall submit a cover letter, addressed to the Business Department, signed by an authorized principal or agent of the law firm, which provides an overview of the respondent's proposal, 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.

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 Commonwealth of Pennsylvania. 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 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. The primary attorney is required to be named.

References

A minimum of two (2) school district client references, which encompass the areas outlined in this RFP, should be submitted. The client references must include the name of the organization, address, telephone number, individual contact person, contact person e-mail address, the dates services were performed, and a description of the services provided.

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 District. Each response may include the following: (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 Commonwealth of Pennsylvania. Such taxes must not be included. The successful respondent must alert the District to fee schedule changes no later than December 31st of each year to become effective the following July 1st.

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 will be requiring 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.

6. 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 District will review all responses and make decisions based on the best interests of the District.

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.
- 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.
- Respondents are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

Legal Fees and Other Charges

- Fees and other charges shall be as set forth in any engagement letter or contract approved by the Board of School Directors.
- Legal counsel will render monthly bills for services and costs. Periodic 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 District 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 District.
- As described earlier, legal counsel shall provide prior notice of increases in hourly rates of timekeepers expected to perform work for the District.

7. GENERAL REQUIREMENTS AND CONDITIONS

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.
- The School District of Haverford Township Board of Education 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.)
- 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 Director of Business Administration
- 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 the preceding paragraphs herein, the legal firm shall be liable to, or for the benefit of, the District 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 District's Director of Business Administration.
- 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.

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 School District of Haverford Township Board of Education, 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. CONFLICT OF INTEREST

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

9. 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. 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.

11. 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.

12. 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.

13. 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.

The School District of Haverford Township
50 E Eagle Rd
Havertown, PA 19083

TO: All Vendors
FROM: Director of Business Administration
RE: Affirmative Action

The School District of Haverford Township is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance 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