

THE MERCER COUNTY TAX COLLECTION COMMITTEE IS ACCEPTING PROPOSALS FOR A QUALIFIED LICENSED ATTORNEY OR A QUALIFIED FULL SERVICE LAW FIRM TO REPRESENT THE COMMITTEE IN BASIC LEGAL MATTERS AND LITIGATION.

ALL PROPOSALS MUST BE RETURNED ON OR BEFORE JANUARY 8TH, 2010 BY 4:30 PM, EST. PROPOSALS SHOULD BE SUBMITTED TO:

MERCER COUNTY TAX COLLECTION COMMITTEE
GARY E. HITTLE – ADMIN COMMITTEE CHAIRPERSON
HEMPFIELD TOWNSHIP MUNICIPAL BUILDING
278 SOUTH MERCER STREET
GREENVILLE, PA 16125

1. A copy of the Request for Proposals is attached.
2. The Mercer County Tax Collection Committee anticipates awarding the proposals prior to January 31, 2010 and no later than sixty (60) days of the above mentioned return date.
3. The Mercer County Tax Collection Committee reserves the right to reject any and all proposals and to make the award in the best interest of the Committee.
4. Questions relative to these proposals may be directed to **Mr. Gary Hittle at the above address, by calling (724) 588-5032.**

MERCER COUNTY TAX COLLECTION COMMITTEE

REQUEST FOR PROPOSALS

LEGAL SERVICES

INTENT

Mercer County Tax Collection Committee (the "Committee") is soliciting proposals from a qualified licensed attorney or a qualified licensed full service law firms to represent the Committee in basic legal matters and litigation, excluding litigation handled by attorneys selected by Committee insurance carriers. The Committee anticipates entering into an eleven (11) month agreement with the selected law firm starting February 1, 2010.

QUALIFICATION REQUIREMENTS

Respondents to this RFP must meet the following minimum requirements; where applicable:

1. Member in good standing of the Bar Association of the State of Pennsylvania.
2. Must be admitted to practice in all of the state courts of the Commonwealth of Pennsylvania. (Please identify if you are able to practice in the United States Committee Court, the United States Court of Appeals for the Third Circuit and/or the United States Supreme Court.)
3. Must be covered by malpractice insurance. (See GENERAL REQUIREMENTS AND CONDITIONS Section of this document for details of Insurance coverage requirements.)
4. Assignment of a lead attorney with appropriate experience; must have practiced law for a minimum of five (5) years; but this provision shall not be construed as prohibiting assignment of work to any attorney in his/her firm who may have less than five (5) years experience as an attorney.
5. Ability to provide same day response.
6. Must have demonstrable experience in most if not all of the following areas of law:
 - a. Governance matters, including matters arising under the State Ethics Act, the Sunshine Act, the Public Records Act, Intergovernmental Cooperation Act, Roberts Rules of Order;
 - b. Labor and employment laws, including laws relating to discrimination, labor negotiations, grievance and arbitration;
 - c. Insurance issues;
 - d. Contracting, bidding and procurement issues;
 - e. Fiscal issues, including investments, taxation and collection.
7. Must have no conflict of interest in representing the Mercer County Tax Collection Committee.

BACKGROUND INFORMATION

On July 2, 2008 the Pennsylvania Governor signed Act 32 of 2008 amending and completely restating the Local Tax Enabling Act (LTEA) which authorizes school districts and municipalities to impose numerous different types of taxes (Including Earned Income Tax, Local Services Tax, Per Capita Tax, Realty Transfer Tax, etc.). Act 32 requires a county-wide collection of Earned Income Taxes with the creation of a new government entity, a Tax Collection Committee. The Tax Collection Committee is responsible for the implementation and administration of the county-wide collection of Earned Income Taxes. The Mercer County Tax Collection Committee consists of appointed delegates from 28 Townships, 13 Boroughs, 11 School Districts and 3 Cities within Mercer County.

SCOPE OF SERVICES - Specific Tasks

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

1. Attending public committee meetings when requested by the Committee;
2. Reviewing By-Laws, as requested by Committee;
3. Representing the Committee regarding any legal matters;
4. Being available for telephone and individual conferences with committee members as needed.
5. Issuing legal opinions letters;
6. Reviewing contracts, requests for proposals, or invitations to bid, as requested by Committee;
7. Review legal notices as requested by the Committee;
8. Review tax resolutions or other resolutions necessary for the business and affairs of the Committee, as requested by the Committee;
9. Reviewing and/or preparing committee policies or administrative policies, as requested by the Committee;
10. Reviewing committee agendas;
11. Representing the Committee in adversarial proceedings where the Committee is not represented by insurance defense counsel;
12. Providing legal advice and recommendations with respect to any issues, including such matters as governance, finance, property, employees, liability, construction, debt issuance, litigation, contracts, civil rights, and applicable laws, regulations and ordinances;
13. Working and cooperating with other legal counsel that may be retained by the Committee;
14. Working and cooperating with other professionals retained by the Committee;
15. Providing summaries of contracts or insurance policies;
16. Reviewing new legislation and reporting on requirements any such legislation may impose on Tax Collection Committees;
17. Conducting legal audits of the school Committee practices and/or policies, as requested by the school Committee; and
18. Performing such other services that may be requested from time-to-time by the Committee.

TIMEFRAME

The successful attorney or legal firm will be expected to commence the provision of services February 1, 2010 through December 31, 2010. The contract shall continue on a year-to year basis commencing each January 1st thereafter unless terminated by either party within the termination guidelines specified in the GENERAL REQUIREMENTS AND CONDITIONS Section of this document.

PROJECT MANAGEMENT

The contract shall be managed for the Tax Collection Committee by the Committee Chairperson or his/her designee.

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.

Mercer County Tax Collection Committee
Request For Proposals
Legal Services

Submission and Deadline

All proposals must be received by 4:30 pm, Friday, January 8th, 2010. One original and one copy shall be submitted to: **Mercer County Tax Collection Committee, Gary E. Hittle – Admin Committee, Chairperson, Hempfield Township Municipal Building, 278 South Mercer Avenue, Greenville, PA 16125.** Questions regarding this RFP may be directed to Gary E. Hittle – Admin Committee Chairperson, at the address above or at (724) 588-5032.

All attorneys or firms who are furnished a copy of this RFP, but who decide not to offer a Proposal to the Committee, are asked to submit a negative reply. Specific comments and observations are encouraged.

Submittal Letter

Respondents shall submit a cover letter, addressed to the Administrative Committee Chairperson, signed by the applicant attorney or 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 Committee 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.

Experience

Respondents are to provide a summary of the applicant attorney's or the firm's experience on similar types and sizes of engagements with emphasis on tax collection in the State of Pennsylvania, and detail on experience with public sector employment law. This summary must include your firm's experience in the areas of services described in the SCOPE OF SERVICES Section of this document; provide detailed resumes of persons proposed to work directly with the Committee 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.

References

The applicant attorney or the legal firm must have a minimum of five years experience in all areas of law specified in the SCOPE OF SERVICES Section of this document. A minimum of five (5) client references, which encompass the areas outlined in this RFP, especially other local 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.

Budget/Fee Proposal

All respondents are required to complete and submit a detailed itemized fee schedule, hourly rates and expected schedule of payment to perform all services. Each response must provide the following for each year of the contract: (a) a single hourly rate for all professionals and; (b) an hourly rate for clerical, paralegal or other paraprofessionals. Note that the Committee expects that any reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The Committee 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 Committee reserves the right to negotiate fees and payment schedules with the selected respondent. The Committee will not pay broker's fee or commission, nor will the Committee contract with an intermediary entity.

Form of Contract

The Committee 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 Committee. The form of contract for any award made as a result of this proposal will be an approved engagement letter provided to the Committee by the awarded party, 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 Committee 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.

EVALUATION AND AWARD

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

1. The attorney's or the legal firm's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted
2. The background and experience of the attorney or 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
3. Location of the Attorney's or the Firm's office
4. Proposed fees and costs, although the Committee is not bound to select the legal firm who proposes the lowest fees. The Committee reserves the right to negotiate fees with the selected legal firm
5. Information obtained by the Committee from the attorney's or the firm's references or other clients
6. Best interests of the Committee

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

Selection Procedures

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

1. The Committee 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 attorney or legal firm.
2. The Committee will evaluate all responsive and responsible proposals based on the criteria enumerated above. The Committee may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
3. The Committee may conduct an interview of the attorneys or the legal firms it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, the attorneys or the legal firms will be notified in advance of the proposed interview date. If conducted, interviews will be conducted in person. Respondents are advised that the Committee reserves the right to award this contract solely on the basis of the submitted proposals.

GENERAL REQUIREMENTS AND CONDITIONS

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 and be "A" rated or better by A.M. Best or be endorsed or sponsored by the Pennsylvania Bar Association. Any and all exceptions must be approved by the Administrative Committee Chairperson. 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.

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.
2. Workers' Compensation in accordance with Pennsylvania General Statutes
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.
4. The Mercer County Tax Collection Committee 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.)
5. Every insurance coverage named above shall provide not less than a 30-day notice of cancellation to the Committee. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the Administrative Committee's Chairperson.
6. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the attorney or the legal firm by virtue of its promise to hold the Committee harmless so that in the event that any claims result in a settlement or judgment in any amount above the limits set herein, the attorney or the legal firm shall be liable to, or for the benefit of, the Committee for the excess.
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 attorney or the legal firm agrees to comply with any and all reasonable insurance requirements or modifications made by the Administrative Committee's Chairperson.
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. The attorney or the legal firm agrees that such default may be cured by procurement of insurance on behalf of the attorney or the legal firm, at the attorney's or the legal firm's expense, at Committee's option.

Hold Harmless Agreement

In addition to its obligation to provide insurance as specified above, the attorney or the legal firm, their consultants, agents and assigns shall indemnify and hold harmless the Mercer County Tax Collection Committee, including but not limited to, its elected officials, its officers, and agents from any and all claims made against the Committee, 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 attorney or the legal firm during the attorney's or the firm's performance of its Agreement. The Committee agrees to give the attorney or the legal firm prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

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:

1. The selected attorney or legal firm must have an office or facility in Western Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
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.
3. Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
4. Agree that the Committee and the attorney or the legal firm may terminate the contract at any time with Thirty (30) days written notice. In the event of termination, the Committee shall pay the attorney or the legal firm for any services rendered prior to termination. However, if the selected attorney or legal firm has damaged the Committee in any way, such payment may be withheld until the Committee determines whether or by how much such payment should be reduced. Upon mutual agreement the contract may be terminated at any time without written notice or penalty.
5. Agree to accept and follow management direction from the Committee and specifically, the Committee's designated personnel.
6. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Pennsylvania and policies of the Mercer County Tax Collection Committee.
7. Agree that if the Committee cannot in good faith negotiate a written contract within a reasonable time with the selected attorney or legal firm, the Committee may unilaterally cancel its selection of that attorney or legal firm.
8. Agree that periodic payments to the attorney or the legal firm will be made as agreed upon in the contract with the Committee.
9. Agree that the contract between the Committee and the attorney or the legal firm shall be governed by and construed in accordance with the laws of the State of Pennsylvania and the policies of the Mercer County Tax Collection Committee.

PRINCIPALS/COLLUSION

By Submission of a proposal, the attorney or 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.

CONFLICT OF INTEREST

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Mercer County Tax Collection Committee.

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.

AFFIRMATIVE ACTION STATEMENT

As a condition of doing business with the Committee, the attorney or 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.

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*.

ALTERNATIVES AND EXCEPTIONS

Only slight additions or changes would be expected to be negotiated with the successful attorney or legal firm in order to resolve any variances between the proposal and the final contract. The attorney or the 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 Committee is not bound to accept them if it determines that they are not in the best interest of the Committee.

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.

INFORMATION REQUIRED FROM LEGAL FIRMS

Proposals from law firms must indicate the following:

1. The name of all attorneys in the firm that may be assigned by the firm to provide any services to the Committee, and the hourly rate that will be charged for each.
2. The general nature of legal work expected to be assigned to each attorney by the firm.
3. The name of the firm attorney who will make such assignments and be the liaison with the Committee.

NOTE: The Committee reserves the right to request specific attorneys from those assigned from the firm to do the Committee's work to perform specific legal work.

Mercer County Tax Collection Committee
Request For Proposals
Legal Services

**MERCER COUNTY TAX COLLECTION COMMITTEE
Mercer County, PA**

TO: All Vendors
FROM: Administrative Committee
RE: Affirmative Action

The Mercer County Tax Collection Committee is an Equal Opportunity Employer. The Committee 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