

PENNSYLVANIA INTERGOVERNMENTAL COOPERATION AUTHORITY

**Resolution No. 08
February 20, 2024**

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Authority Act for Cities of the First Class (the Act of June 5, 1991, P.L. 9, No. 6), as amended (the "Act"), the Pennsylvania Intergovernmental Cooperation Authority (the "Authority") is authorized to retain consultants to render such professional services as the Authority deems appropriate; and

WHEREAS, under the Act and the Bylaws of the Authority, the Authority is authorized to contract for professional services upon the vote of a qualified majority of the governing board of the Authority; and

WHEREAS, following the issuance by the Authority of a Request for Proposals (the "RFP"), the Authority received proposals from multiple firms and after careful review of the proposals in accordance with the evaluation factors set forth in the RFP, has determined that _____, is the best qualified to provide General Counsel Services for the Authority, a copy of which Proposal, dated January 10, 2024 (the "Proposal"), is attached hereto as Exhibit "A"; and

WHEREAS, the board of the Authority desired to authorize the engagement of _____, to provide General Counsel Services in accordance with the Proposal;

NOW THEREFORE, BE IT RESOLVED:

1. The board of the Authority hereby approves the appointment and engagement of _____ as of February 20, 2024, to provide General Counsel Services to the Authority for one year, with three one-year options to renew at the sole discretion of the Authority, and hereby authorizes the acceptance of the Proposal by the Authority.
2. The proper officers of the Authority are hereby authorized to prepare, execute, deliver, and file any and all documents, instruments, agreements, certificates, and other papers of any kind whatsoever, and to do any and all other acts or things that are necessary or appropriate in order to carry out the intent and purposes of this Resolution.
3. The Authority hereby ratifies and confirms any and all prior actions taken by or on behalf of the Authority consistent with the intent of this Resolution.

4. All prior resolutions or parts of prior resolutions not in accordance with this Resolution are hereby repealed insofar as they conflict herewith.
5. This Resolution shall take effect immediately.

MOVED: Mr. Kessler

SECONDED: Ms. Sutch

APPROVED: Yes

Qualified Majority Required: Y x N

Vote:	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Burns	<u> X </u>	<u> </u>	<u> </u>
Karp	<u> </u>	<u> </u>	<u> </u>
Kessler	<u> X </u>	<u> </u>	<u> </u>
Sutch	<u> X </u>	<u> </u>	<u> </u>
Vaughan	<u> X </u>	<u> </u>	<u> </u>

EXHIBIT “A”

**REQUEST FOR PROPOSALS FOR
GENERAL COUNSEL TO THE PENNSYLVANIA
INTERGOVERNMENTAL COOPERATION AUTHORITY
RFP No. 24-01**

TABLE OF CONTENTS

Part I - GENERAL INFORMATION FOR OFFERORS	page 2
Part II - INFORMATION REQUIRED FROM OFFERORS	page 8
Part III - CRITERIA FOR SELECTION	page 10
Part IV - WORK STATEMENT	page 11
Part V - CONTRACT TERMS AND CONDITIONS	page 12
 APPENDIX A – PROPOSAL FORM	
 APPENDIX B – SAMPLE CONTRACT	
 APPENDIX C – MINIMUM INSURANCE REQUIREMENTS	

PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, January 10, 2024, at 5:00 PM.
Where:	<p>Pennsylvania Intergovernmental Cooperation Authority Attention: Marisa G. Waxman, Executive Director 1500 Walnut Street, Suite 1600 Philadelphia, PA 19102</p>
How:	<p>Proposals must be delivered in a sealed package via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than Wednesday, January 10, 2024, at 5:00 PM. Whether mailed or hand-delivered, all envelopes must display the Offeror's name and "RFP No. 24-01 General Counsel to the Pennsylvania Intergovernmental Cooperation Authority" must be boldly and clearly handwritten (not typewritten). All proposals must be presented with one (1) original and five (5) copies, individually numbered, and an electronic version consisting of one PDF file via USB drive. Do not password protect the file on the USB drive.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Pennsylvania Intergovernmental Cooperation Authority (PICA, “Authority”) a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Intergovernmental Cooperation Authority Act for Cities of the First Class (Act of June 5, 1991, P.L. 9, No. 6) (“Act 6”), *as amended* by Act of July 7, 2022, P.L.440, No.36. The Authority is seeking proposals from qualified law firms to act as General Counsel to the Authority.

As a Request for Proposals, this is not an invitation to bid and, although price is important, other pertinent factors will be taken into consideration.

I-2. Background of PICA.

PICA was created in 1991 to assist the City of Philadelphia (the "City") in overcoming a severe financial crisis. PICA is a political subdivision of the Commonwealth constituting a public instrumentality. The legislative intent of the General Assembly’s creation of PICA under the “PICA Act” (Section 102) is to: “(i) provide cities of the first class with the legal tools with which such cities can eliminate budget deficits that render them unable to perform essential municipal services; (ii) create an authority that will enable cities of the first class to access capital markets for deficit elimination and seasonal borrowings to avoid default on existing obligations and chronic cash shortages that will disrupt the delivery of municipal services; (iii) foster sound financial planning and budgetary practices that will address the underlying problems which result in such deficits for cities of the first class...”

Through debt issuance and capital program earnings, PICA has made available in excess of \$1.138 billion to directly assist the City for deficit elimination, funding capital projects, retirement of high interest debt, and a productivity bank. A portion (1.5%) of the City’s Wage and Earnings taxes is directed to repay the PICA debt service. All excess funds are returned to the City’s General Fund. As of June 30, 2019, PICA's Bonds Payable totaled \$129,745,000.

PICA also has the responsibility to evaluate and approve the City’s annual Five-Year Financial and Strategic Plans and monitor compliance with such Plans. PICA is governed by a five-member board with one member appointed by the Governor, and the other members appointed by majority and minority leaders of the Pennsylvania House and Senate. PICA’s Executive Director is appointed by the Board, and the PICA Staff currently consists of four employees.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than **Friday, December 15, 2023, at 5:00 PM.**

Questions concerning this RFP are to be submitted via email to Marisa Waxman at mwaxman@picapa.org with “RFP No. 24-01 General Counsel to the Board” listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing via email. Questions and Answers will be posted on the Authority’s website within the RFP Posting for General Counsel Legal Services.

The Authority shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued as a response to submitted questions by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, or should he or she be in doubt as to the meaning of any term contained therein, the Offeror shall notify Marisa G. Waxman, Executive Director at mwaxman@picapa.org prior to the question deadline.

I-5. Restrictions of Contact.

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, **Marisa G. Waxman is the sole point of contact concerning this RFP.** Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Pennsylvania Intergovernmental Cooperation Authority, addressed to Marisa G. Waxman, 1500 Walnut Street, Suite 1600, Philadelphia, PA 19102, by **Wednesday, January 10, 2024, no later than 5:00 PM.** Each Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

I-7. Small and Small Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and small diverse businesses through contracts to provide products and services. Offerors shall identify their status as a small and small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of a business entity other than a corporation, the title of the signer and type of entity is required.

I-9. Instructions for Affidavit of Non-Collusion.

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Offeror with responsibilities for the preparation, approval, or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements.

If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

Offerors may request a waiver or relief for any coverages by submitting the request during the question period and allowing the Authority to respond via addendum.

Insurance requirements will not be negotiated after the proposal due date.

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP, the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

A sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab H)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the**

response. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority employees will review all proposals. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation. The Authority may cancel the RFP and reject all proposals at any time prior to award by the Board.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

PICA reserves and may exercise the following rights and options with respect to this selection process:

1. To reject any and all proposals and reissue the RFP at any time prior to execution of a final contract.
2. To supplement, amend, or otherwise modify this RFP at any time prior to selection of one or more proposers for negotiation and to cancel this RFP with or without issuing another RFP.
3. To negotiate, to accept or reject any or all of the items in any proposal and award the contract in whole or in part, if it is deemed in PICA's best interest to do so.
4. To reject the proposal of a proposer that, in PICA's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City and/or the Commonwealth, is financially or technically incapable, or is otherwise not a responsible proposer.
5. To waive any minor informality, defect, or deviation from this RFP that is not material to the proposal.
6. To request that some or all of the proposers clarify, modify, or supplement proposals.
7. As an aid in the selection process, PICA may request to visit the proposer's local office as a means of verifying the firm's capability to perform the work.

I-15. Unacceptable Proposals.

No proposal will be accepted from, or selection made of any person, firm, or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

I-16. Subcontracting and Experts.

Any use of subcontractors by an Offeror must be identified in the proposal. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Board Chair.

In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Law Firm is hereby bound and obligated. The Law Firm must obtain written acknowledgement thereof from all subcontractors and experts so engaged.

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The selected Offeror shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be borne exclusively by the Offeror.

I-18. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Chair/ Executive Director or his designee.

I-19. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania.

I-20. Shipping and Delivery.

Offeror will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8.5" x 11") paper. An electronic version of the Proposal Form can be provided to all prospective Offerors upon request. Forms that are altered by the Offeror may be grounds for rejection of the Offerors' response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - Key Personnel
- Tab D - References
- Tab E - Proposal Form and Fee Proposal
- Tab F - Technical Response
- Tab G - Evidence of Insurance
- Tab H - Proposed Amendments to Contract
- Tab I - Disclosure of Legal Actions

Tabs that extend beyond the 8.5" x 11" paper must be used.

II-2. Transmittal Letter (Tab A).

Offerors shall submit a cover letter, signed by an authorized principal or agent of the company, which provides an overview of the Offeror's proposal, as well as the name, title, email address, and phone number of the person to whom the Authority may direct questions concerning the proposal. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the firm.

II-3. Qualifications and Experience (Tab B).

Offerors must have a minimum of **ten (10) years'** experience in providing the services described in this RFP.

Offerors are to provide a summary of their firm's qualifications and experience representing government agencies in the Commonwealth of Pennsylvania with regard to the Work Statement set forth in this RFP. Discuss and describe the experience your company has in servicing and understanding the unique needs and exposures of the Authority in relation to size and resources. Experience shown should be work done by individuals who will be assigned to this account. Provide a comprehensive list of government clients managed by your firm nationwide.

II-4. Key Personnel (Tab C).

Provide an organizational chart of the team who will be servicing the Authority's account. Include, through a resume or similar document, education, and experience in providing legal services. Indicate the responsibilities each will have in the project and how long each has been with your company.

Resumes are to include educational qualifications and previous work assignments that relate to this RFP. The primary employee anticipated to represent the Authority must be named. Include any personnel or services that set you apart from other law firms or reasons why it would be most advantageous for the Authority to contract with your firm.

II-5. References (Tab D).

A minimum of three (3) references to whom similar services were provided within the last **ten (10) years**. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed, and a description of the services provided. The Authority prefers references of government agencies.

II-6. Proposal Form and Fee Proposal (Tab E).

The proposal form attached as *Appendix A* must be submitted in its entirety. All signature lines must be executed in ink or electronically.

II-7. Technical Response (Tab F).

Describe in narrative form your technical plan for accomplishing the requirements of the Work Statement.

II-8. Insurance Requirements (Tab G).

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

Insurance requirements will NOT be negotiated after the proposal due date.

II-9. Proposed Amendments to Contract (Tab H).

If successful, this procurement process will result in the presentation of a completed final-form contract after the Authority selects and approves the successful Offeror at a public meeting. To advance that goal, a sample contract is included for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

II-10. Disclosure of Legal Actions (Tab I).

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings,

claims, or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims, or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims, or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect should be included.

PART III CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from an Offeror; (b) properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. All proposals which meet the respondent requirements and the proposal submission requirements will be reviewed and evaluated for completeness and responsiveness according to standards and selection criteria determined by the Authority.

Proposals will be reviewed and evaluated by an Evaluation Committee consisting of Authority employees. This review and evaluation will be submitted to the Board of the Authority. The Authority Board will select the most highly qualified Offeror or the Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

During the evaluation process, prior to the Board selection, the Authority may require an Offeror to answer questions regarding the proposal and/or require certain Offerors to make formal presentations.

III-4. Evaluation Criteria. The Authority determined that it is not advantageous for it to use a bidding process to secure the services detailed in this RFP because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Experience, expertise, and capability in providing service to other state and government entities will be factors for consideration of the proposals.

PART IV WORK STATEMENT

IV-1. Objectives

A. General.

The Pennsylvania Intergovernmental Cooperation Authority is seeking proposals from highly qualified outside counsel to act as General Counsel to the Authority. The primary point of contact for the successful Offeror will be the Board Chair and the Executive Director. General Counsel shall advise, counsel, and recommend actions to the Authority on all matters of strategy and tactics.

The Authority holds public Board Meetings 10 months a year to handle the business of the Authority. Special Board meetings may be called as needed.

B. Specific.

The duties of the General Counsel will include, but are not limited to, the following:

1. Attend Authority Board meetings and provide legal counsel to the Authority Board related to all business of the Authority as it arises or as directed by the Authority Board.
2. At the request of the Authority Board, individual members, or Executive Director, attend meetings and provide legal counsel.
3. Conduct legal research and draft written advice and opinions as requested by the Authority.
4. Work in conjunction with the Authority regarding their responsibilities in order to represent the best interests of the Authority.
5. The Authority may require your firm to provide additional legal representation for special projects. The Authority will notify the firm via an assignment letter from the Board Chair or designee.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab H)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care because the number of changes made or the need for subsequent negotiations will factor into the selection process of the Offeror.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A." Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process, the potential contractor agrees to comply with the Contractor Integrity Provisions.

V-2. Contract Term. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director, and shall end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 3 (three) additional one-year renewals.

Appendix A

Proposal Form

The Pennsylvania Intergovernmental Cooperation Authority

1500 Walnut Street, Suite 1600
PHILADELPHIA, PA 19102

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **"RFP No. 24-01 General Counsel to the Board,"** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Pennsylvania Intergovernmental Cooperation Authority and posted on the Authority's Internet website and on file in the office of the Authority at 1500 Walnut Street, Suite 1600, Philadelphia, PA 19102. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director, and shall end one year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 3 (three) additional one-year renewals.

5. **Cost Proposal:** Please provide an hourly cost for all members of your proposed team to perform the services as described in the Work Statement.

Position	Year One	Year Two	Year Three	Year Four
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Member	\$	\$	\$	\$
Associate	\$	\$	\$	\$
Paralegals	\$	\$	\$	\$

6. **Requirement Statement:** The undersigned Offeror agrees to provide legal services as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name (Please Print)

Title

Date

7. **Offeror Signatures: Complete one section below.**

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Signature

Typed or
Printed Name

Typed or
Printed Name

Title

Title

Business
Name of
Offeror

Street Address

City/State/ZIP
Code

Email Address

Telephone
Number

Date

If proposal is by a business entity other than a corporation, form must be dated and signed here:

Authorized Signature

Business Name of Offeror

Typed or Printed Name

Street Address

Title

City/ State/ ZIP Code

Date

Telephone Number

Type of Entity

8. Affidavit of Non-Collusion:

I state that I am _____ (Title) of _____
(Name of my organization) 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 price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, Offeror, or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before proposal opening.

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

(4) The proposal of my organization 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. I have read, understand, and will abide by the Authority's Contractor Integrity Provisions.

(5) _____ (my organization's name) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 on any public contract, except as follows:

(6)

I state that _____ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by PICA when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from PICA of the true facts relating to the submission of proposals / proposals for this contract.

SWORN TO AND
SUBSCRIBED BEFORE
ME THIS _____
DAY OF 2023

Signature/Printed Name

Notary Public
My Commission Expires: _____

9. **Qualifications:**

Type of business:

- a. Individually owned ☐ Partnership ☐ Corporation ☐ Other ☐
- b. Number of employees: Under 25 ☐ Under 50 ☐ Under 100 ☐
Over 100 ☐
- c. If you have had previous contracts with the Authority, list date and
product or service provided:

i.....

ii.....

iii.....

d. **Philadelphia Commercial Activities License Number:** _____

e. **Federal EIN Number:** _____

PICA

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? ☐ Yes ☐ No (MUST check one)

If yes, please identify each category that applies to your business:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

The Offeror will need to attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract. **This form must be completed and submitted with your proposal.** If you do not participate in the Small Business Procurement Initiative, please check the box for “No” and submit with your proposal.

Appendix B

Sample Contract

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Contract”), is entered into as of the _____ day of _____, 2024, by and between **The Pennsylvania Intergovernmental Cooperation Authority** headquartered at 1500 Walnut Street, Suite 1600, Philadelphia, PA 19102 (“Authority”) and _____ with a principle place of business at _____, _____, PA (“Law Firm”).

WHEREAS, the Authority’s Board seeks outside legal counsel to act as General Counsel;

WHEREAS, the Authority determined that it is was not advantageous for it to use a bidding process in order to secure the legal services subject to this Contract because it wished to consider criteria other than price in the award process, in particular, the offeror’s qualifications, disadvantaged business status, experience, and local workforce.

WHEREAS, on _____ 2023, the Authority issued Request for Proposal No. 24-01 (General Counsel to the Authority) (the “RFP”) to secure the services of highly qualified outside counsel to provide those legal services. The RFP is attached to this Contract as Appendix A, and incorporated into this Contract as is set forth fully herein;

WHEREAS, Law Firm submitted an offer in response to the RFP, dated _____ (the “Response”). The Response is attached to this Contract as Appendix B, and incorporated into this Contract as is set forth fully herein; and

WHEREAS, the Law Firm has represented that it is qualified to and has agreed to perform such legal services.

NOW, THEREFORE, the Authority and the Law Firm, with the intention of being legally bound, hereby agree as follows:

1. Definitions. The following definitions shall apply when used in this Contract:

a. “Effective Date” shall mean the date the Contract has been awarded by the Authority’s Board, executed by the Law Firm, and then executed by the Authority. The Board Chair will note the Effective Date on page 9 of this Contract.

b. “Notice to Proceed” shall mean a written notice sent to the Law Firm stating that the contract has been fully executed and that the Law Firm may commence performance as General Counsel to the Board. The primary point of contact for the Law Firm will be the Board Chair or Executive Director as the matter may be. The ability of all Board Members to communicate with Law Firm will not be diminished by the foregoing.

c. “Guidelines” shall mean the Retention Guidelines for Outside Counsel attached to this Contract as Appendix E, and incorporated into this Contract as is set forth fully herein. In case of a conflict between this Contract and the Guidelines, the Contract shall control.

2. Services. Law Firm’s duties as General Counsel will include the following:

a. Attend Authority Board meetings and provide legal counsel related to all business of the Authority as it arises or as directed by the Board;

b. Attend such other meetings or conferences of the Authority’s Board, individual Board Members, and Authority staff as needed to address Authority business.

c. Conduct legal research and draft written advice and opinions as requested by the Board;

d. Work in conjunction with the Authority’s Board Chair to represent the best interests of the Authority; and,

e. Such additional legal representation as the Authority may require and Law Firm may accept as specified in an assignment letter from the Board Chair or designee.

3. Compensation. The Authority has agreed to pay, and the Law Firm has agreed to accept, the compensation of \$_____ as identified on page___ of the Response. The parties agree that this Contract and the Retention Guidelines for Outside Counsel will control, including, but not limited to, the manner in which that compensation is paid, how and what may be invoiced, and how the invoices are to be presented to the Authority.

4. Term of Contract.

a. The term of this Contract shall commence on the Effective Date above and shall end one year thereafter, with 3 one-year options to renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing Services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the completion of Services to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 11.a.

b. Except as otherwise specifically provided for herein, the Authority shall not be liable to pay the Law Firm for any services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a written assignment letter to Law Firm assigning specific services to be performed.

5. Billing. The Law Firm shall submit monthly invoices to the Authority’s Executive Director for services performed during each billing period as provided in the

Retention Guidelines for Outside Counsel Invoices.

6. Ownership Rights. All documents, data, and records produced by the Law Firm and any experts in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, are and shall become and remain the property of the Authority.

a. The Authority shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the Law Firm and any experts shall have no right or interest therein.

b. Upon completion of the services hereunder or at the termination of this Contract, all such documents, data, and records shall, if requested by the Authority, be appropriately arranged, indexed, and delivered to the Authority by the Law Firm.

c. Any documents, data, and records given to or prepared by the Law Firm and any subcontractors or experts under this Contract shall not be made available to any individual or organization by the Law Firm or any subcontractors or experts without the prior approval of the Executive Director. Any information secured by the Law Firm and any subcontractors or experts from the Authority, its members, employees, and agents in connection with carrying out the services under this Contract shall be kept confidential unless disclosure of such information is approved in advance and in writing by the Executive Director or is directed by a court or other tribunal of competent jurisdiction.

d. The Law Firm may retain copies of documents delivered to the General Counsel or to the Authority.

7. Modification or Changes. Changes or modifications to this Contract may be accomplished only by approval of the Authority's Board and a formal written amendment to this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

8. Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the Authority's Board Chair and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the Board Chair. Any conflicting representation shall be promptly disclosed to the Board Chair. The Board Chair, in consultation with the Board Members, shall determine whether such conflict is cause for termination of this Contract. The process for obtaining conflict waivers is more fully described in the Office of General Counsel Conflict Waiver Procedure, which is attached as Appendix C of this Contract.

9. License to Appear. The Law Firm represents and warrants that attorneys involved in this representation are duly licensed and in good standing to practice before the judicial forum, court, board, or tribunal before which they will appear or practice on behalf of the Authority. The

Law Firm, subject to prior written approval of the General Counsel, may obtain a subcontractor to act as co-counsel where appearance by the Authority is required in a forum or jurisdiction outside of the Commonwealth of Pennsylvania, where its attorneys are not licensed to practice, provided, however, that the firm's use of the subcontractor in that circumstance is subject to the Guidelines.

10. Independent Contractor. In performing the Services required by this Contract, the Law Firm will act as an independent contractor and not as an employee or agent of the Authority.

11. Termination Provisions. The Authority has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Law Firm.

a. Termination for Convenience. The Authority shall have the right to terminate this Contract for its convenience if the Authority determines termination to be in its best interest. The Law Firm shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Law Firm be entitled to recover loss of profits.

b. Termination for Cause. The Authority shall have the right to terminate this Contract for Law Firm default upon written notice to the Law Firm. The Authority shall also have the right, upon written notice to the Law Firm, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then, at the Authority's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 11.a.

12. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in appendices hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Law Firm has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 7 of this Contract.

13. Nondiscrimination/Sexual Harassment. The Law Firm shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

14. Integrity Provisions. Law Firm agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Appendix D and incorporated by reference.

15. Indemnity. Law Firm, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless, and defend the Authority and its agents, employees, representatives, attorneys, officers, and directors (the Indemnified Party) from and against any and all liability for losses, (including those related to business interruption), damage (including special,

consequential, and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Party may be held liable by reason of injury (including death or workers compensation) to any person (including Law Firm's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties including, but not limited to, work performed under this Contract, whether known or unknown to the Indemnified Party or Law Firm. It is expressly agreed that Law Firm assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Party is obligated to indemnify and defend in the Indemnified Party's contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend, and hold harmless shall survive termination of this Agreement.

16. Insurance. The Law Firm represents and warrants that it carries insurance in the forms and amounts provided in the Response.

17. Notice. Any written notice to the Authority under this Contract shall be deemed sufficient if delivered to the Authority personally, or by telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Pennsylvania Intergovernmental
Cooperation Authority
Attn: Marisa G. Waxman, Executive Director
1500 Walnut Street, Suite 1600
Philadelphia, PA 19102

with a copy to:

The Pennsylvania Intergovernmental
Cooperation Authority
Attn: Board Chair
1500 Walnut Street, Suite 1600
Philadelphia, PA 19102

18. Applicable Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws or provisions) and the decisions of the Pennsylvania courts. Law Firm consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such forum is not convenient or proper. Law Firm agrees that the Philadelphia Court of Common Pleas shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

19. General Provisions.

a. Right to Know Law Provisions.

- 1) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement.
- 2) If the Authority requires the assistance of the Law Firm as to any request or other issue related to the RTKL in regard to this Agreement (“Requested Information”), it will notify the Law Firm using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Law Firm’s assistance in responding to such a request under the RTKL, the Law Firm must:
 - i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Law Firm’s possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and
 - ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- 3) If the Law Firm considers the Requested Information to be exempt from production under the RTKL, the Law Firm must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Law Firm explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.
- 4) The Authority will rely upon the written statement from the Law Firm in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Law Firm must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority’s determination.

- 5) The Authority will reimburse the Law Firm for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- 6) If the Law Firm fails to provide the Requested Information as provided in paragraph No. 4. (“Law Firm’s Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Law Firm hereby understands and agrees that the Authority will not argue in favor of the Law Firm’s non-disclosure of the Requested Information and will inform the tribunal that it directed Law Firm to produce such information.
- 7) In the event of administrative or legal proceedings, or both, related to Law Firm’s Refusal, the following will apply:
 - a. Law Firm will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Law Firm’s Refusal. Law Firm will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.
 - b. Law Firm further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Law Firm’s failure to release Requested Information, including any statutory damages or order to pay any party’s attorney’s fees.
- 8) As between the parties, the Law Firm agrees to waive all rights or remedies that may be available to it as a result of the Authority’s disclosure of Requested Information pursuant to the RTKL.
- 9) Law Firm’s duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Law Firm has Requested Information in its possession.
 - b. Force Majeure. Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, and governmental action) that was beyond the party’s reasonable control.
 - c. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.
 - d. Captions. The captions and introductory paragraphs of this Contract are a part of this Contract.

e. Order of Precedence. In the event of an inconsistency between provisions of this Contract, it shall be resolved by giving precedence in the following order: (1) the main body of this Contract, including Appendices not referenced in this paragraph; (2) the RFP and (3) the Response.

f. Taxes.

- 1) Law Firm hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Law Firm also certifies that its Philadelphia Activity License No. is: _____. Law Firm further certifies that its Federal Tax ID. No. is _____.
- 2) As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from payment of state and local sales and use and other taxes on material, equipment or other personal property. Law Firm agrees that the fees, prices, or rates stated in this Contract (1) do not include any state or local taxes, surcharges, or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Law Firm is liable. In the event Law Firm's performance under this Contract creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Law Firm, and Law Firm shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Law Firm performance under this Contract.

g. Waiver. No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

h. Ethical Process. Law Firm does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Contract by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly to any Authority employee, officer, or Law Firm. To the best of Law Firm's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Law Firm. If such transaction comes to the knowledge of the Law Firm at any time, a full and complete disclosure of such information shall be made to the Authority.

i. Separation Clause. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and

enforceable.

j. Prior Contracts. Law Firm agrees that upon the effective date of this Contract any prior contract between Law Firm and the Authority to perform any legal service shall be considered terminated. The terms of service, including those applicable to rates, provide in Section 3 of this Contract shall apply to all of the Law Firm's services as of the effective date.

SECTION V - NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Any contract entered into with a firm selected to provide services to PICA pursuant to this RFP shall contain, in substance, the following provisions:

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, sexual preference, ethnicity, religion, disability, race, creed, or color discriminate against any citizen who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, sexual preference, ethnicity, religion, disability, race, creed, or color.
3. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor shall not discriminate by reason of gender, sexual orientation, ethnicity, religion, disability, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Commonwealth of Pennsylvania's Department of General Services' Bureau of Contract Administration and Business Development (Bureau) for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. In the event of any violation of this clause, PICA may cancel or terminate the Contract and all money due or to become due under the Contract. The Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, PICA may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

**The Pennsylvania Intergovernmental
Cooperation Authority**

Attest: _____

By: _____

Print Title: _____

Effective Date: _____

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

**APPENDIX
B(1) RFP**

APPENDIX B(2)
Law Firm's Response

APPENDIX B(3)

CONFLICT WAIVER PROCEDURE

Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the Authority and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the Authority as provided below. Any conflicting representation shall be promptly disclosed to the Authority. The Authority shall determine whether such conflict is cause for termination of this Contract. The Authority's conflict waiver procedure is as follows:

1. The Authority's standard Contract for Legal Services requires the lawyer or law firm (hereinafter "law firm") to disclose promptly any conflicting representation, unless it has been otherwise waived. (See the attached paragraph from the Contract for Legal Services.) Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver is cause for termination of the contract.
2. The law firm's request for a waiver shall be submitted in writing to the Authority. Requests shall be in letter form, but may be sent electronically in PDF format.
3. The waiver request shall:
 - a. Identify all existing representations of the Authority;
 - b. Describe the nature of the conflict;
 - c. Set forth the measures the law firm will take to protect the Authority, officials, or employees from any prejudice or detriment if the conflict is waived, and
 - d. State that the other party the law firm represents or seeks to represent has granted a waiver (or a waiver has been sought, and if sought, a second written notice of the granting of such waiver shall be provided).
4. The Executive Director shall analyze the request and submit a recommendation to the Board of Directors.
5. The Executive Director will issue a letter to the law firm approving or disapproving the waiver request.
6. The decision in a matter shall not be binding on the Authority with respect to future matters unless the Authority so states.

APPENDIX B(4)
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. “Confidential Information” means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. “Consent” means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. “Contractor” (hereinafter “Law Firm”) means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. “Financial Interest” means:

1) Ownership of more than a 5% interest in any business; or

2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The Law Firm shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority.

3. The Law Firm shall not disclose to others any confidential information gained by virtue of this Contract.

4. The Law Firm shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. The Law Firm shall not, in connection with this or any other Contract with the Authority, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority.

6. Except with the consent of the Authority, neither the Law Firm nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person any gratuity from any person in connection with the performance of work under this Contract except as provided therein.
7. Except with the consent of the Authority, the Law Firm shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. In the hiring of any employee(s) for performance of service, Law Firm, or any person acting on behalf of the Law Firm, shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
9. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Law Firm understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Law Firm agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130.
10. The Law Firm, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.
11. The Law Firm represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Law Firm further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts and have 50 or more employees.
12. The Law Firm, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
13. For violation of any of the above provisions, the Authority may terminate this and any other contract with the Law Firm, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Law Firm from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.

APPENDIX B(5)

RETENTION GUIDELINES FOR OUTSIDE COUNSEL

The Authority expects to have a productive, professional, and cost-effective relationship with outside counsel. These Guidelines apply to all engagements for services between the Authority and Law Firm, regardless of the office from which those services are performed. Any exception must be approved in advance by the Authority.

I. MATTER MANAGEMENT AND REPORTING

A. The Contract for Legal Services

Your firm has been retained by Authority to perform services as set forth in the Contract for Legal Services (“Contract”). The Contract defines the scope of services covered by the matter which is the subject of the Contract; a “matter” may consist of a single representation or the provision of legal services in connection with a relatively routine, high volume practice area. A third party administrator or insurance claims adjuster may have a defined role in managing the handling of the matter. You are expected to keep the Authority informed of all significant developments that arise, as well as seek that person’s direction on strategy, legal filings, and tactics.

Throughout the course of your representation, you must be mindful of conflict issues and disclose promptly any conflicting representation. The Conflict Waiver Procedure that is a part of the Contract for Legal Services sets forth the process for such disclosure. Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver from the Authority is cause for termination of the contract.

B. Effective Utilization of Personnel

The Authority generally expects a single outside lawyer to be primarily responsible for each matter. Outside counsel should discuss with the Executive Director the staffing requirements for each matter, including the number of attorneys and staff that may work on the matter. We encourage the use of law clerks and paralegals for those aspects of any matter that do not need to be performed by an attorney. Staffing should reflect management practices that are consistent with the delivery of the appropriate level and type of legal services required in order to achieve effective results and resource efficiency.

The Authority generally expects one lawyer to attend all relevant depositions, meetings, hearings, trials, and other proceedings.

The Authority expects each law firm it engages to use its best efforts to actively promote diversity, equity, and inclusiveness through the participation of people of all different backgrounds and perspectives in the provision of services pursuant to the Contract.

C. Correspondence and Pleadings

No significant correspondence or pleading should be sent or filed without prior approval of the Authority. In general, outside counsel should keep the Authority fully informed of all developments on a timely basis and consult with it on all matters of strategy, planning, and proposed disposition by motion, trial or settlement.

Correspondence: Copies of all correspondence received or sent on Authority's behalf by your firm to opponents or other third parties should be sent to the Authority.

Pleadings: Copies of all pleadings received or filed on Authority's behalf by your firm should be sent to the Authority.

The Authority should have the opportunity to discuss the preparation of pleadings with your firm sufficiently in advance of filing deadlines to determine who will perform the work. The Authority, or their designee, may elect to prepare draft answers, motions, requests for discovery, and other pleadings and will assist with the collection of discovery. In such instances, such items will be forwarded to you either in final form for filing or in draft form, and you are expected to place them in final form in accordance with local rules.

D. Discovery

All discovery, electronic or otherwise, should be coordinated with the Executive Director. Authority personnel are not to be contacted directly without prior approval of the responsible Executive Director/and or Chair of the Authority.

All discovery requests should be forwarded to the Executive Director immediately, indicating the response date. The Executive Director can better assist in preparing responses if outside counsel can, preliminarily, identify objectionable questions and indicate these questions for which information is requested, as well as a recommended approach for completing the response. Outside counsel must consult with the Executive Director regarding anticipated electronic discovery (e-discovery) requests and use of any e-discovery computer programs, whether owned by the firm or provided by third-party vendors. The Authority will not pay for any such programs without advance approval.

Many internal Authority documents are confidential or protected by privilege. Accordingly, the Executive Director may require that a Confidentiality Agreement and/or Protective Order be secured to insure that the confidential nature of the information is maintained.

E. Expert Witnesses or Consultants

Where outside counsel determines that an expert witness or a special consultant is necessary for any matter, the Executive Director must be consulted prior to any engagement and prior written approval must be obtained. In making such recommendation, outside counsel should provide the Executive Director with a written description of the study or testimony the

expert is expected to provide, the expert's qualifications, the rationale for using an expert in the matter, and an estimate of the expert's fees and expenses. As with your firm's staffing and time on any matter, the Authority expects that recommendations concerning the use of expert witnesses and consultants will be at appropriate levels for the risk and exposure involved in the matter.

F. Negotiations, Settlements, and Appeals

The decision to try, settle, or appeal a case rests solely with the Authority. All settlement opportunities and demands must be brought promptly to the attention of the Authority, along with your recommendations. Under no circumstances should your firm agree to settle any case on the Authority's behalf, enter into a consent decree or stipulation, release any substantial right, or otherwise commit the Authority on any issue without the Authority's prior approval.

II. BILLING REQUIREMENTS

A. In General

The Authority's fiscal year ends June 30. The Authority's books, accounts, and records are audited every year by an independent certified public accounting firm. The audit report is posted on the Authority's website and delivered to statutorily required state and local public officials. In order to complete this audit, the Authority's books must be closed on or about the end of its fiscal year. Therefore, if an invoice for work performed during a fiscal year is submitted after June 30th, the Authority **will not pay** for said legal work. **A law firm should avoid this problem by keeping its billing current, meaning monthly.**

Billing invoice requirements have been developed to clearly advise you as to how the Authority would like the bills submitted. Specific provisions are set forth in Section D below. The identified billing format should be used in invoice preparation.

The Authority expects that any firm retained to perform services on its behalf will accomplish its goals and objectives in a manner that maximizes value and minimizes expense without sacrificing quality. Compensation arrangements are set forth in the Contract for Legal Services.

If the Authority inadvertently pays an invoice, which on review does not comply with the Guidelines, the Authority retains the right to obtain reimbursement of such payment.

B. Rates

The Authority will pay specified hourly rates, as set forth in the Contract for Legal Services, for services by attorneys and paralegals. Actual time in units of 1/10 hour is the maximum acceptable time unit to be used in billing. No changes in billing methodology or hourly rates will be made without the express written approval of the General Counsel.

C. Billing Cycle

Bills for legal services should be submitted on a monthly basis for services through the last day of the month in which services are performed. The Authority will use best efforts to make payments on invoices within 45 days of receipt.

D. Billing Format

1. The Law Firm shall submit **monthly** invoices to the Executive Director. Invoices shall be submitted electronically and in a form acceptable to the General Counsel and forwarded to the following

contact and address:

The Pennsylvania Intergovernmental Cooperation Authority
Executive Director
Attn: Marisa G. Waxman
1500 Walnut Street, Suite 1600
Philadelphia, PA 19102

Each invoice shall be under cover of a letter on law firm letterhead and with itemized listing of the services performed. In addition to the requirements of paragraph 7, the following information must be included on all invoices. Failure to include this information will result in return of the invoice and a request for a new invoice:

- Invoice Date;
- Service Dates (i.e., start and end dates for services covered by invoice);
- Invoice Number; and
- Gross/Total Amount.

2. The amount shown on each invoice for labor costs shall be in accordance with the rates set forth in this Contract.

3. The invoices shall also list approved non-labor costs such as those incurred for travel, food, and lodging.

4. All invoices shall contain a statement that reads substantially as follows:

The Law Firm hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Contract for Legal Services.

5. All invoices or accompanying letters of transmittal shall be signed by the Law Firm and shall set out the Law Firm's federal employer identification number.

6. All billing statements should include:

- Date task performed
- Identification of attorney/paralegal performing the task with full name and title listed on the statement
- Specific task description
- Time being billed per task
- Hourly rate being charged by the attorney/paralegal
- A summary of the total time, hourly rate charged, and amount charged for each attorney/paralegal
- A specific description of all expenses incurred, including the rate charged for copying as limited by the Contract for Legal Services. This description of services should be as specific as possible.

E. Disbursements/Expenses

The Authority expects the hourly billing rate to include overhead and internal charges associated with the law firm's practice. The Law Firm shall require written approval by the Executive Director before incurring any extraordinary or unusual expenses. Functions such as legal research or photocopying must be billed at cost and may not be profit centers.

The Authority **will not pay** separate charges for the following expenses:

- Word processing
- Overtime charges (including overtime local transportation and meal charges)
- Secretarial/clerical time or functions such as collating, scheduling, indexing, creating files or typing, opening or closing files, data entry, updating pleading binders, or retrieval of documents from files
- File organization
- Basic overhead charges (local telephone charges, local fax charges, ordinary postage, courier services to Authority)
- Books, subscriptions, or educational expenses
- Professional association memberships
- Office supplies
- Preparation and review of bills
- Mark-ups for computerized databases (such as Westlaw and Lexis)
- Storage charges
- Re-education of a new attorney if a file is transferred
- Cellular phone charges
- Training on and maintenance of computer systems

The Authority **will pay** for the following when incurred specifically for Authority matters:

- Filing fees
- Court reporter fees
- Expert witness fees, if approved in advance by the responsible Authority attorney
- Computerized/database research, if approved in advance by the Executive Director
- Long distance telephone charges and long distance fax charges
- Air freight/express mail deliveries, where necessary to meet applicable deadlines, or as may otherwise be approved by the responsible Authority attorney**
- Outside photocopying, binding, and printing services, if approved in advance by the Executive Director
- Outside messenger services**

**** While the Authority may pay for messenger and express service where warranted, as a general matter the Authority encourages use of e-mail and regular U.S. mail service whenever possible.**

F. Travel

The Authority does not anticipate the need for outside counsel to engage in any form of overnight travel. Therefore, associated expenses such as travel costs, meals, and lodging are not anticipated to be part of this Contract. In the event such extraordinary expenses become necessary, the Law Firm must receive the prior express written approval of the Executive Director. The Law Firm shall retain all receipts and shall, upon request of the Executive Director, provide any necessary documentation.

G. Legal Research

Counsel should know the legal aspects of the Authority's business for which it has been retained, particularly the areas in which the case or transaction arises, and should keep abreast of developments in the law that may impact its Authority engagement. Prior approval for extensive legal research is required. If it is anticipated that more than two (2) hours will be spent on computerized legal research, please secure the approval of the Executive Director. The Authority should not be charged for routine research on matters of common knowledge among reasonably experienced counsel in the same geographical location. Where circumstances exist that enable you to use your data or brief banks, the Authority should only be charged for updating the previously researched material. The Authority expects that paralegals or more junior associates will be used on research matters. All research completed on an Authority matter is the property of the Authority and a copy of all significant research projects should be submitted to the Authority.

H. Confidentiality and Media Coverage

The Authority expects absolute confidentiality regarding legal matters handled by each outside counsel. In addition, no statement may be made to the press or any other media – on or off the record - unless prior express written approval is secured from the Executive Director. Under no circumstances should a firm use Authority representation in firm promotional or other informational material without the prior approval of the Authority.

Appendix C

Insurance Requirements

THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION AUTHORITY
GENERAL INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Company** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Pennsylvania Intergovernmental Cooperation Authority (PICA) Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional liability may be written on a "claims-made" basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000

- b) General Aggregate must apply on a Per Location Basis as applicable.

- c) Owner must be named as additional insured as shown in requirement #7.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

- a) Coverage to include:

- i. All Owned, Hired, and Non-Owned Vehicles
- ii. Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

- b) Per Accident Combined Single Limit: \$1,000,000

- c) Owner must be named as additional insured as shown in requirement #7.

4. Professional (E&O) Liability Insurance: including Errors & Omissions with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims made are acceptable.

5. Deductibles or Self-Insured Retention's: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

6. Financial Rating of Insurance Companies:

- a) A.M. Best Rating: A – (Excellent) or Higher

PICA
GENERAL INSURANCE
REQUIREMENTS

b) A.M. Best Financial Size Category: Class VII or Higher

7. PICA, its agents, employees, representatives, officers, and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. Company's coverage shall be primary and non-contributory to any other coverage available to PICA, including, without limitation, coverage maintained by PICA wherein PICA is named insured, and that no act of omission shall invalidate the coverage.

It is agreed that Company's insurance will not be cancelled, materially changed, or non-renewed without at least thirty (30) days written notice to PICA, 1500 Walnut Street, Suite 1600, Philadelphia, PA 19102, by Certified Mail-Return Receipt Requested.

8. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

a) Company waives all rights of recovery against PICA and all additional Insureds for loss or damage covered by any of the insurance maintained by Company pursuant to this Contract.

b) Company and its respective insurance carriers hereby waive all rights of subrogation against PICA and all additional insureds for loss or damage covered by any of the insurance maintained by Company pursuant to this contract.

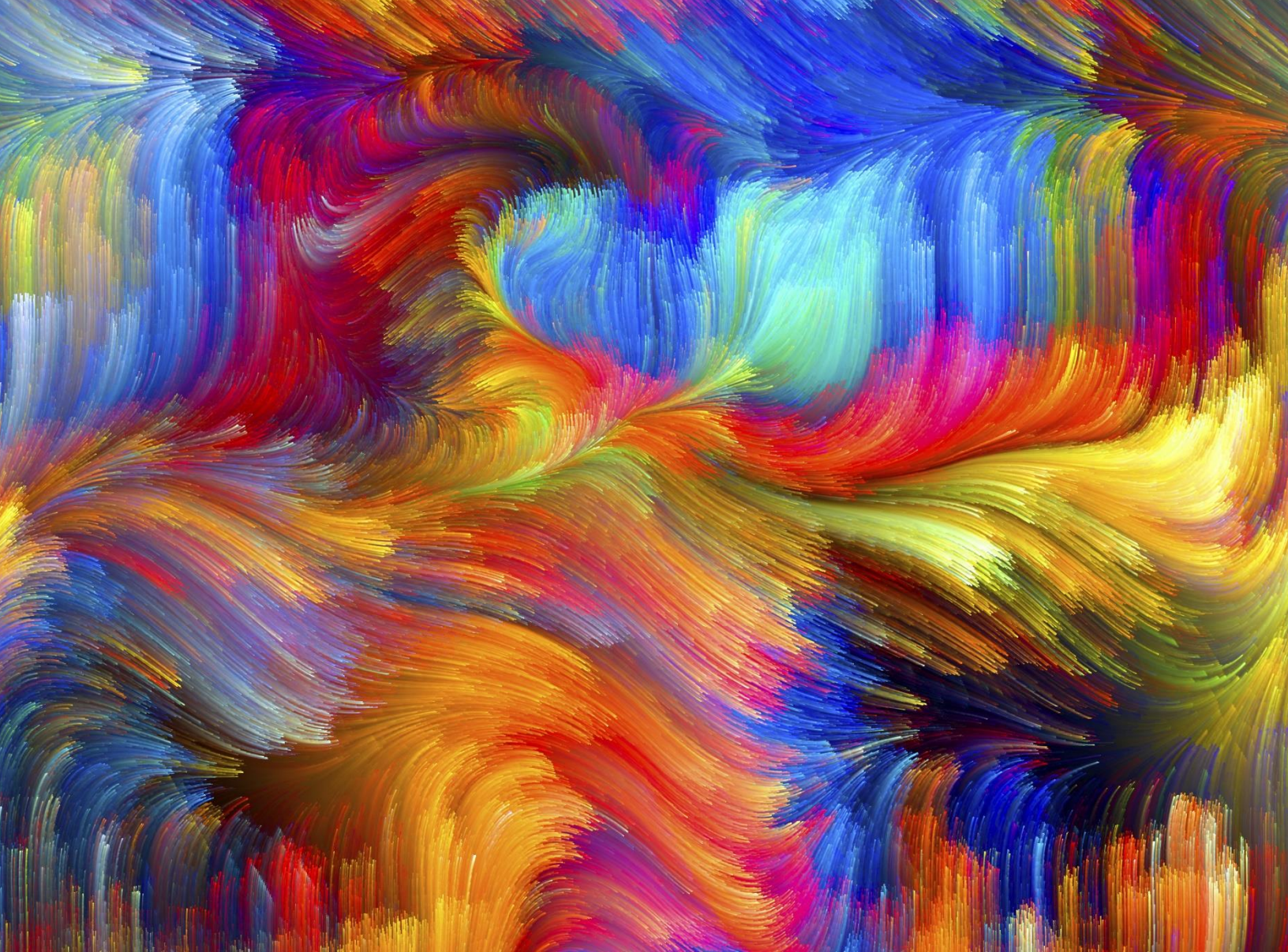
c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.

9. The amount of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Company.
10. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
11. The carrying of insurance shall in no way be interpreted as relieving Company of any responsibility or liability under the contract.
12. Prior to the commencement of work or use of premises, Company shall file Certificates of Insurance with PICA, which shall be subject to PICA's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five (5) days of receipt of these insurance requirements to PICA, 1500 Walnut Street, Suite 1600, Philadelphia, PA 19102, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of Company to furnish and maintain said insurance and to furnish satisfactory evidence thereof, PICA shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of Company who agrees to furnish all necessary information thereof and to pay the cost thereof to PICA immediately upon presentation of an invoice.

PICA
GENERAL INSURANCE
REQUIREMENTS

13. Failure of Company to obtain and maintain the required insurance shall constitute a breach of contract and Company will be liable to PICA for any and all costs, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless PICA provides Company with a written waiver of the specific insurance requirement.
14. None of the requirements contained herein as to the types, limits, or PICA's approval of insurance coverage to be maintained by Company are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Company under the Contract Documents, any other agreement with PICA, or otherwise provided by law.
15. If work involves subcontractors, Company shall require all subcontractors (of every tier) to meet the same insurance criteria as required of Company. The subcontractor's insurance must name PICA as additional insured. Company shall maintain each subcontract's certificate of insurance on file and provide such information to PICA for review upon request.
16. Failure of Company to provide insurance as herein required, or failure of PICA to require evidence of insurance or to notify Company of any breach by Company of the requirements of this Section, shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of Company to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Company and independent of the duty to furnish a copy or certificate of such insurance policies.



Response to Request for Proposal No. 24-01

*General Counsel to the Pennsylvania Intergovernmental
Cooperation Authority*

Submission Deadline: January 10, 2024

Marcel S. Pratt
(215) 864-8506 | prattm@ballardspahr.com

Ballard Spahr
LLP

Tab A: Transmittal Letter

January 10, 2024

Marisa G. Waxman
Executive Director, Pennsylvania Intergovernmental Cooperation Authority
1500 Walnut Street, Suite 1600
Philadelphia, PA 19102

Re: RFP No. 24-01 General Counsel to the Pennsylvania Intergovernmental Cooperation Authority

Dear Ms. Waxman:

Ballard Spahr is honored to have been invited to submit this response to the Pennsylvania Intergovernmental Cooperation Authority's (Authority) request for proposals to act as General Counsel to the Authority. Ballard Spahr, as the offeror, accepts the terms and conditions contained in this RFP with proposed amendments as clarified in [Tab H: Proposed Amendments to Contracts](#).

Our firm has extensive experience providing legal counsel to a host of Commonwealth and municipal agencies, and dozens of government agencies across the nation in many high-profile matters, including governance, compliance, investigative, municipal finance, labor relations, and litigation matters. Our proposed team includes former government officials and lawyers who have previously served as counsel to government boards, commissions, and high-ranking officials. Learn more in [Tab B: Qualifications and Experience](#). Our deep and broad experience means we can quickly provide the value that is critical to efficiently and effectively advancing your objectives and protecting your interests.

All of us at Ballard Spahr are deeply grateful to serve our government agencies, and we hope to have the opportunity to expand our service to the Authority. Please do not hesitate to contact me should you have any questions regarding our proposal. I appreciate your consideration.

Sincerely,



Marcel S. Pratt
Managing Partner, Philadelphia Office

Ballard Spahr Response to Request for Proposal No. 24-01

Table of Contents

Tab A: Transmittal Letter 2

Tab B: Qualifications and Experience 4

Tab C: Key Personnel 24

Attorney Profiles 25

Tab D: References 39

Tab E: Proposal Form and Fee Proposal 40

Tab F: Technical Response 49

Tab G: Evidence of Insurance 51

Tab H: Proposed Amendments to Contract..... 54

Tab I: Disclosure of Legal Actions 56

Ballard Spahr Response to Request for Proposal No. 24-01

Tab B: Qualifications and Experience

Offerors must have a minimum of ten (10) years' experience in providing the services described in this RFP.

Offerors are to provide a summary of their firm's qualifications and experience representing government agencies in the Commonwealth of Pennsylvania with regard to the Work Statement set forth in this RFP. Discuss and describe the experience your company has in servicing and understanding the unique needs and exposures of the Authority in relation to size and resources. Experience shown should be work done by individuals who will be assigned to this account. Provide a comprehensive list of government clients managed by your firm nationwide.

Summary of Firm Qualifications

Established in Pennsylvania more than 135 years ago and now positioned among the state's ten largest law firms, Ballard Spahr is renowned for advising government boards and high-level government officials and ensuring they respond astutely to high-profile issues. It's why legal publications continually recognize our attorneys' expertise. *Above the Law* wrote that Ballard Spahr is among the "most prominent and prestigious law firms in Philadelphia," *Law360* designated us a "regional powerhouse," and *U.S. News and World Report* declared us a "Most Respected Law Firm" in Pennsylvania. This recognition is a reflection of our unparalleled experience; below is just a small sampling of numerous high-profile, high-stakes matters that Ballard Spahr has recently handled in Pennsylvania:

- Former City Solicitor Marcel Pratt served as the Chief Legal Officer for the City of Philadelphia, including all of the City's departmental boards and commissions and City Council. Marcel advised local government bodies on a wide range of issues, including compliance, governance, major transactions, litigation, and highly sensitive investigations. In addition to an active litigation practice, Marcel advises clients (government and private) on issues relating to the State Ethics Act, Sunshine Act, and the Right to Know Law, among other compliance rules.
- Project and public finance partners handled more than 35 deals worth nearly \$5 billion in Pennsylvania. Their work paved the way for cutting-edge projects in renewable energy, educational and student housing facilities, and transportation infrastructure.
- Public finance partners participated in several PICA Special Tax Revenue Bonds (City of Philadelphia Funding Program) offerings and issuances, including as Bond Counsel in 2009.
- Team member Valarie Allen has served as Bond Counsel to the City. In its role as Bond Counsel, Ballard Spahr attorneys have assisted the City and the Philadelphia Authority for Industrial Development (PAID) since 2007 with the issuance and multiple restructurings of PAID's Multi-Modal Lease Revenue Refunding Bonds, 2007 Series B (the PAID Bonds). The PAID Bonds were issued to refinance debt incurred by PAID (and payable from lease payments to PAID from the City of Philadelphia) to finance in part the development of Citizens Bank Park and Lincoln Financial Field. The issuance of the PAID

Ballard Spahr Response to Request for Proposal No. 24-01

Bonds and each restructuring involved complicated issues, often of first impression, involving various aspects of derivatives agreements and terminations, and their treatment for federal tax law purposes. The PAID Bonds, which were issued initially to bear interest at weekly rates, originally were supported by a bond insurance policy from Financial Guaranty Insurance Company (FGIC) and a standby bond purchase agreement from JPMorgan Chase Bank and The Bank of New York Mellon. In connection with the issuance of the PAID Bonds, PAID entered into a variable-to-fixed interest rate swap agreement (the Swap), also was insured by FGIC. PAID then super-integrated the Swap with the PAID Bonds for arbitrage yield calculation purposes. With the downgrades of the bond insurers in early 2008, PAID and the City of Philadelphia were forced to replace the credit enhancement and liquidity support for the PAID Bonds with an irrevocable direct-pay letter of credit in order to maintain the marketability of the PAID Bonds. Ballard Spahr served as bond counsel for these replacements, and negotiated with FGIC to ensure the continuation of the FGIC policy on the Swap after the bond insurance policy was canceled.

- Team member Shannon Farmer has served as the City of Philadelphia's outside labor counsel for more than 20 years, including serving as the City's partial arbitrator for interest arbitration proceedings, negotiating labor contractors, and representing the City in labor arbitrations, unfair labor practice proceedings and a wide array of labor arbitration matters. Shannon also led the team that assisted the City with reviewing thousands of offensive social media posts by dozens of police officers to determine which were protected by the First Amendment and which could lawfully result in disciplinary action.

The depth and breadth of our bench and our experience will enable us to efficiently execute the standard duties outlined in the work statement while effectively responding to any unexpected issues or challenges. The team we recommend to serve the PICA optimally encapsulates the best of Ballard Spahr. These attorneys are likely familiar to you, as they are respected for their legal expertise and service to the Philadelphia community.

Public Finance Overview

Ballard Spahr has one of the premier public finance practices in the nation. For more than six decades, we have participated in the issuance of more than \$1 trillion in tax-exempt obligations in all states, the District of Columbia, and the territories.

We are continuously listed as a nationally recognized bond counsel firm in The Bond Buyer's Municipal Marketplace (the "Red Book"). Each year, Thomson Reuters ranks us among the top firms in the country by dollar volume.

Our attorneys are experienced in the most current issues facing municipal governments in the municipal-finance market. These issues include working capital financings, restructurings, direct loans from banks, pension disclosure, distressed municipality state laws, and Chapter 9 of the Bankruptcy Code. We advise our municipal clients on non-traditional alternatives to general obligation bonding, including the use of

Ballard Spahr Response to Request for Proposal No. 24-01

government incentives, brownfields, low-interest state loan and grant funding, and work-force grants and incentives.

We assist our municipal clients in rebuilding their tax bases through economic development and targeted redevelopment, including financings for enterprise zones, tax-increment districts, and business and neighborhood improvement districts. We advise our municipal clients on developing innovative ways to identify potential new revenue streams and to leverage under-valued existing assets to launch new mixed-use development and reinvigorate urban cores, thereby improving sustainable tax revenue.

Distressed municipalities sometimes lack the staffing and capability to manage an effective investor communication program to enhance ongoing market access. We can assist local governments in the creation, adoption, and implementation of policies and procedures designed to improve the quality and timeliness of the municipality's compliance with its continuing disclosure undertakings.

We combine a national scope of practice with strong regional market knowledge. Our Municipal Recovery attorneys meet with and listen to local government officials and their financial advisers. Together, we analyze the task at hand and chart a course forward that minimizes disruption in governmental services and leverages our national experience to position our clients for fiscal health and structural balance in the long term.

Municipal Labor

Labor costs make up the single largest operating expense for most municipalities. Our labor and employment attorneys represent governmental agencies in union-management relations, including negotiations and arbitrations and before state labor relations boards and other administrative and regulatory agencies. We represent the City of Philadelphia and the Southeastern Pennsylvania Transportation Authority, and many other public employers.

Pension and Post-Retirement Benefits

Underfunded pension and post-retirement benefit liabilities of state and local governments are an increasingly significant problem nationwide. We advise Pennsylvania municipal clients on all aspects of public employee pension law, including Act 600, Acts 205 and 44, the Third Class City Code, and the Pennsylvania Municipal Retirement Act. Our public finance attorneys are also familiar with the most current legal developments in the tax issues surrounding the financing of pension funding obligations, disclosure of unfunded pension and other post-retirement benefits, and treatment of unfunded liabilities in Chapter 9 proceedings.

Municipal Bankruptcy and Workouts

The Deal has consistently ranked us a "top bankruptcy law firm." We have represented municipalities and authorities, trustees, letter of credit banks, bond insurers, and borrowers in a wide range of default and workout situations. Projects have included municipalities and municipal-owned facilities and enterprises, airports, public-transportation facilities, hospitals and academic medical centers, continuing-care retirement facilities, and social-service agencies. We have actively participated in negotiations among the parties in these situations, including trustees, bondholders, credit enhancers and borrowers, and, where appropriate, we have initiated litigation on behalf of indenture trustees in which we have sought to enforce the remedies made

Ballard Spahr Response to Request for Proposal No. 24-01

available by contract or by applicable law. We are presently actively pursuing litigation on behalf of indenture trustees in one of the major defaults by a municipality in the United States.

Our bankruptcy attorneys have hands-on experience representing parties involved in some of the nation's landmark Chapter 9 cases. We understand state and local laws governing distressed municipalities, and their interplay with Chapter 9 of the Federal Bankruptcy Code.

We can assist clients with the establishment of operating authorities to spin off enterprises from traditional government functions, saving money and increasing efficiency. We have handled long-term working capital financings on a tax-exempt basis, as well as all types of refinancings and restructurings of outstanding debt. We understand both the tax implications that may arise from the restructuring of these obligations and the interplay between them and the Bankruptcy Code.

Privatization and Monetization of Public Assets

Our Public-Private Partnership (P3) practice group can help local governments evaluate opportunities to successfully privatize or monetize under-performing public assets while still maintaining different elements of public control. Our experience covers all forms of municipal enterprises, including water and sewer, energy, and parking. We have counseled governments, bidders, operators, and lenders in the sale and long-term leases of assets to both private entities and other public bodies.

Government Relations

Our government relations attorneys offer a range of services to municipal clients in state capitals nationwide. We monitor and provide data on the activities of state government and give direct assistance in legislative and administrative efforts, ensuring that our clients' voices are heard by policy makers and regulators. In economic development and government contracting matters, we help clients identify and pursue opportunities that fit their fiscal and operating needs.

Land Use

Our Municipal Recovery practice includes members of Ballard Spahr's real estate team. We represent governmental entities in real estate transactions as well as in administrative and judicial proceedings involving open space financings and redevelopment, master planning, zoning, leasing, subdivision, land development, enforcement actions, and condemnation and regulatory takings. We regularly collaborate with the firm's construction, eminent domain, water and environmental law, taxation, and public finance attorneys.

Depth of Financing Experience

Our public finance lawyers have served as bond counsel or underwriter's counsel in connection with every form of traditional municipal debt, from general obligation bonds to tax, revenue, grant, and bond anticipation notes.

We have also participated in every kind of private activity financing, including qualified 501(c)(3) bonds and exempt facility bonds. These financings include bond issues for:

Ballard Spahr Response to Request for Proposal No. 24-01

- Airport revenue and special facilities bonds
- Bank qualified
- Continuing care retirement community bonds
- Cultural facilities bonds
- Energy Financing
- Gas Prepays
- Green bonds
- Hospital and health care revenue bonds
- Industrial development revenue bonds
- Military housing bonds
- Multifamily housing bonds
- New Markets Tax Credits
- Pension bonds
- Pollution control bonds
- Port facilities bonds
- Public-private partnerships (P3)
- Public power bonds
- Resource recovery and solid waste disposal revenue bonds
- Single-family mortgage bonds
- Sports arena revenue bonds
- Student housing bonds
- Student loan bonds
- Tax Increment/ special assessment bonds
- Tribal Finance
- University, secondary school and elementary school bonds, including charter schools
- Utility revenue bonds

We handle tax-exempt and taxable financings, new money issues, and all forms of refinancing, as well as conversions from variable to fixed rates of interest and tender offers for outstanding obligations. We are experienced in financings involving virtually every form of credit enhancement.

Municipal Securities Regulation and Enforcement

The \$3.7 trillion municipal bond market, the lifeblood of state and local infrastructure projects, is attracting the growing scrutiny of federal regulators. Local governments, financial and trading intermediaries, municipal advisers, and broker-dealers face increased demands for accountability and disclosure—and swift sanctions for noncompliance.

We help municipal market participants navigate a rapidly evolving regulatory, investigative, and enforcement environment, enabling them to anticipate and address compliance issues and respond effectively to investigations when necessary. As recent enforcement cases show, the Securities and Exchange Commission (SEC) and its Municipal Securities and Public Pensions Unit has focused on the following areas: offering and disclosure fraud, tax and arbitrage-driven fraud, pay-to-play and public corruption violations, public pension accounting and disclosure violations, and valuation and pricing fraud.

Our attorneys provide representation in proceedings involving the SEC, the Municipal Securities Rulemaking Board (MSRB), the U.S. Department of Justice (DOJ), the Financial Services Regulatory Authority (FINRA), and state securities commissions. Clients count on us to assist in a diverse range of circumstances, including:

- Responding to investigations and enforcement actions by market regulators

Ballard Spahr Response to Request for Proposal No. 24-01

- Defending against litigation stemming from municipal securities issuance, including alleged securities law violations
- Strengthening public pension accounting and disclosure policies
- Establishing effective disclosure compliance policies and procedures
- Commenting on proposed regulation changes

Our team combines the strength of one of the country's premier public finance practices with skilled attorneys in our securities, securities litigation, and white collar defense/internal investigations practices. For more than six decades, our public finance attorneys have participated in the issuance of more than \$1 trillion of tax-exempt obligations in all states, the District of Columbia, and American territories.

Our longstanding relationships with municipal governments and authorities, investment banks, financial advisers, banking institutions, and investors give our attorneys a thorough understanding of the market. We are familiar with federal, state, and local laws concerning the issuance of municipal securities, and we can advise clients on municipal securities compliance and enforcement and regulatory challenges.

Approach to Bond/Co-Bond Counsel Services

We expect these services will include, minimally, the following:

Validity, Authorization and Providing Legal Opinions. This will include the coordination of the proceedings and the preparation of notices, resolutions, indentures, pledge agreements, opinions and other documentation evidencing that all required governmental action has occurred and approvals are in effect, so that the bonds are validly offered, sold, issued and delivered. Bond counsel will provide an unqualified opinion at closing as to the validity of the bond issue. We would ensure that the Commonwealth's underwriting requirements are being addressed by all the relevant documents.

Drafting and Review of Transaction Documents. We would be responsible for drafting the basic bond documents, as well as various closing certificates. We would also review and comment on the transaction documents prepared by other participants and review the relevant sections of any offering document to confirm that the description of the bonds and bond documents is accurate in all material respects.

Tax Exemption and Tax Matters. This will include tax due diligence concerning the issuer and the projects to be financed or refinanced with proceeds of the bond issue (bond proceeds), the preparation of the tax certificate to be delivered by the Authority that speak to the purposes for which bond proceeds are expected to be used as of the date of the bond issue. Bond counsel will provide an unqualified opinion at closing as to federal and state tax exemption of the bond issue. Bond counsel will be prepared to assist with questions related to investment of proceeds and matters related to arbitrage regulations.

Participation and advice to the Commonwealth. We would anticipate playing an active role in managing the financing process, including leading working group discussions and working with all the various parties to identify and resolve issues that could affect the desired closing timeline. While generally these occur by

Ballard Spahr Response to Request for Proposal No. 24-01

teleconference, Ballard team members are available for travel as needed. We would anticipate advising the Commonwealth on matters relating to the proposed issuance of debt as well as existing debt restrictions and overall financial program. We routinely interact with the boards of housing authorities with respect to transactions when requested to address matters of authorization, bonds details and disclosure review, and ongoing responsibilities post issuance. We would comment on and advise with respect to federal and state tax law as necessary in connection with outstanding debt and the proposed issuance.

Sufficiency of Security, Structuring Issues and Disclosure. This will include understanding the nature of revenue available to pay the debt and any limitations imposed by statutes, ordinances or other legal documents and existing debt documents with respect to pledge of such revenue. While we will not opine on the adequacy or sufficiency of such revenue to pay the debt service on the bonds and make other deposits required by the bond documents, as bond counsel we will make sure that bond documents contain the necessary provisions to comply with legal requirements relating to the revenue pledge. We will also review offering document to ensure that description of bond documents, the bonds and security therefor is accurate in all material respects.

Assistance with Third Parties. As bond counsel, we would be prepared to help prepare and review presentations for, and be part of the interaction with, rating agencies, bond insurers, and/or letter of credit providers to describe the legal framework for the proposed issuance as well as the documentation related thereto. We will also work with any third party consultants (providers of market, feasibility or revenue studies) to ensure that the terms of the bond offering are accurately described.

Preparation of Transcripts. Following the closing of a bond issue, we will prepare electronic and/or paper closing transcripts.

Tax Compliance Procedures. Our Tax Group has developed post-issuance tax compliance procedures to guide issuers' compliance with pre- and post-issuance tax compliance and reporting obligations associated with its outstanding debt. These policies and procedures (i) clarify responsibilities for monitoring and managing compliance with tax-related post-issuance obligations and record-keeping; (ii) identify responsible parties and define the scope of their authority, and (iii) establish protocols for effective training for government employees.

We can assist the Commonwealth in adopting such policies and procedures and by providing periodic webinars that address specific post-issuance compliance matters as new regulations and IRS guidance is released. The webinars and the materials are available on Ballard Spahr's website for future reference. In addition, our tax lawyers have conducted seminars for clients to match the general procedures to the particular concerns and staffing of a client and also present at conferences for national, state and local issuers on post-issuance compliance.

We have assisted issuers with audits initiated by the IRS to check compliance with the tax rules. Our knowledge of the audit process and the tax rules allows the issuer to present the information in a comprehensive but targeted manner, typically resulted in a favorable result in a relatively short time period.

Ballard Spahr Response to Request for Proposal No. 24-01

Approach to Disclosure Counsel Services

We expect these services will include, minimally, the following:

Primary Disclosure/Offering Document. As disclosure counsel we will be responsible for the drafting of official statements (or other offering document), as well as the review of other primary disclosure such as ratings and investor presentations. If a competitive sale, we would anticipate also drafting required notice(s) of sale and appropriate issue price provisions. We would prepare other certificates and documents necessary to sell and issue bonds.

Diligence and Opinion. A comprehensive diligence review will allow us to establish the factual foundation upon which all of our advice and our legal opinions will be based and primary disclosure drafted. We would be prepared to issue a customary 10b-5 negative assurance letter.

Advice and Participation. We would anticipate participating throughout the financing process, attending (and leading) meetings as necessary. While generally these occur by teleconference, Ballard team members are available for travel as needed.

Ongoing, Secondary Disclosure. We will do a detailed inventory and examination of all ongoing secondary market disclosure and dissemination points. We can review the Commonwealth's websites, investor presentations and conferences, and any social media engines to ensure compliance with law and provide recommendations on how to make information accessible, digestible and attractive (i.e., command attention) to investors.

Continuing Disclosure Reports. The Securities and Exchange Commission (SEC) has become increasingly focused on the accuracy and completeness of disclosure by state and local governments in offering documents. Since the MCDC Initiative, Ballard Spahr has identified a continuing disclosure data company that we can engage to provide comprehensive reports on an issuer's or obligated person's continuing disclosure agreement compliance for a fixed fee to help ensure accurate disclosure in offering documents. This arrangement allows our clients to receive a thorough and high-quality review of their continuing disclosure compliance without a substantial cost. We would be happy to offer this service to the Commonwealth.

Approach to Issuer's Counsel

We expect these services will include, minimally, the following:

Participation and advice to the Commonwealth and Board. Working with bond counsel, we would be anticipate participating throughout the financing process, attending (and leading) meetings as necessary. While generally these occur by teleconference, Ballard team members are available for travel as needed. We would anticipate advising the Commonwealth on matters relating to the proposed issuance of debt as well as existing debt restrictions and overall financial program. We routinely interact with the boards of housing authorities

Ballard Spahr Response to Request for Proposal No. 24-01

with respect to transactions when requested to address matters of authorization, bonds details and disclosure review, and ongoing responsibilities post issuance.

Authorization Assistance. This will include the coordination of, and advice with respect to, the proceedings and review of notices, advertisements, resolutions, certifications, debt statements, authorizations, opinions and other documentation evidencing that all required governmental action has occurred and approvals are in effect, so that the bonds are validly offered, sold, issued and delivered.

Legal Documents. Review and comment on all documents with respect to the bond transaction, including bond documents, tax and closing certificates, disclosure documents, and any credit enhancement documents.

Closing Matters. We would assist bond counsel in the coordination of the execution of pricing and closing documents, ensuring timely delivery.

Review of Diligence. Advise the Commonwealth on tax and security due diligence matters, including having our tax lawyers work with the Commonwealth staff to prepare responses to bond counsel's tax due diligence questionnaire.

Post-Closing - Tax. Ballard Spahr's tax lawyers will provide training to the Commonwealth staff on the post-issuance tax matters relevant to a particular bond transaction, including setting up forms to process and retain information, including use of bond proceeds, investments and use of private parties, if any.

Post-Closing – Continuing Disclosure. Ballard Spahr's tax lawyers will provide assistance to the Commonwealth staff on the continuing disclosure requirements relevant to a particular bond transaction, including setting up forms to process information, and a system for transmitting required disclosures and material events to the Electronic Municipal Market Access (EMMA) system.

Ongoing Regulatory Support and Training. In addition to assisting issuers and obligated persons in meeting their obligations under federal tax and securities laws, Ballard Spahr lawyers are also aware of the federal laws that apply to the professionals engaged by the Commonwealth, such as municipal advisors became subject to regulation by the SEC and MSRB under the Dodd-Frank Wall Street Reform and Consumer Protection Act. We are able to provide ongoing support with respect to all areas of a bond transaction as well as other debt financing issues and documents related thereto.

Representative Experience

Our attorneys regularly serve as counsel to the Commonwealth and its agencies. In the last 10 years we have served as counsel in various capacities to Pennsylvania and surrounding states and city entities on nearly 450 financings totaling \$46 billion. A sampling of these Commonwealth entities include:

- Allegheny County Industrial Development Authority
- Allentown Commercial and Industrial Development Authority
- Montgomery County Higher Educational and Health Authority
- Montgomery County Industrial Development Authority
- New Wilmington Municipal Authority

Ballard Spahr Response to Request for Proposal No. 24-01

- Allentown Neighborhood Improvement Zone Development Authority
- Bethlehem Redevelopment Authority
- Blythe Township Solid Waste Authority
- Borough of Langhorne Manor Higher Education and Health Authority
- Bucks County Industrial Development Authority
- Cambria County General Financing Authority
- Carbon County Hospital Authority
- Carbon County Housing Authority
- Central and Western County IDA
- Centre County General Authority
- Centre County Hospital Authority
- Chester County Health and Education Facilities Authority
- Chester County Industrial Development Authority
- Chester County Industrial Development Authority
- City of Bethlehem, Lehigh and Northampton Counties, Pennsylvania
- City of Chester, Pennsylvania
- City of Erie Higher Education Building Authority
- City of Philadelphia, Pennsylvania
- City of Pottsville Hospital Authority
- City of Scranton
- City of Wilkes-Barre Finance Authority
- Commonwealth Financing Authority
- Commonwealth of Pennsylvania
- County of Beaver
- Cumberland County Municipal Authority
- Dauphin County General Purpose Authority
- Delaware County Authority
- North Penn School District
- Northampton County General Purpose Authority
- Northampton County Industrial Development Authority
- Northeastern Pennsylvania Hospital and Higher Education Authority
- PA IDA (PIDA)
- Penn Manor School District
- Pennsylvania Housing Finance Agency
- Pennsylvania Infrastructure Investment Authority (PENNVEST)
- Pennsylvania State System of Higher Education
- PHEAA
- PHEFA
- Philadelphia Industrial Development Authority
- Philadelphia Redevelopment Authority
- Pocono Mountains Industrial Park Authority
- Quakertown General Authority
- Quincy Sewer Authority
- Red Lion School District
- Scranton-Lackawanna Health and Welfare Authority
- Solanco School District
- Spring Grove Area School District
- State Public School Building Authority
- Stroudsburg Area School District
- Susquehanna Area Regional Airport Authority
- Swarthmore Borough Authority
- The Berks County Municipal Authority
- The Borough of Langhorne Manor Higher Education and Health Authority
- The County of Berks, Pennsylvania
- The Franklin County Industrial Development Authority

Ballard Spahr Response to Request for Proposal No. 24-01

- Delaware County Industrial Development Authority
- Delaware County Regional Water Quality Control Authority
- Delaware River Joint Toll Bridge Commission
- Easton Area School District
- Fleetwood Area School District
- Franklin County Industrial Development
- Geisinger Authority
- General Authority of Southcentral Pennsylvania
- Hospital Authority of the City of DuBois
- Housing Authority of the City of Pittsburgh
- Huntingdon County General Authority
- Huntingdon General Authority
- Indiana County Industrial Development Authority
- Kutztown Area School District
- Lackawanna County Industrial Development Authority
- Lafayette College
- Lancaster County Hospital Authority
- Lehigh County Authority
- Lehigh County General Purpose Authority
- Lehigh County Industrial Development Authority
- Lincoln University of the Commonwealth System of Higher Education
- Lycoming County Authority
- Manheim Central School District
- Monroe County Hospital Authority
- Monroe County Industrial Development Authority
- The Hospitals and Higher Education Facilities Authority of Philadelphia
- The Upper Merion Area School District
- Tuscarora School District
- Union County Higher Educational Facilities Financing Authority
- University of Pittsburgh of the Commonwealth System of Higher Education
- Upper Merion Area School District
- Wallingford-Swarthmore School District
- Washington County Industrial Development Authority
- West York Area School District
- Wilkes University
- Wilson School District
- York County Industrial Development Authority

Experience with the City of Philadelphia

Ballard Spahr has a long-established working relationship with the City of Philadelphia. Since the 1980s, we have acted as bond counsel, disclosure counsel, and underwriter's counsel on over 45 issuances totaling

Ballard Spahr Response to Request for Proposal No. 24-01

more than \$9.3 billion of enterprise, general obligation and service agreement revenue bonds and notes. Historically, Ballard Spahr has been among the few firms that the City has relied on when it has had significant challenges or initiatives to work through, such as:

- Amendment and restatement of the General Water and Wastewater Revenue Ordinance and bringing the revamped Water credit back to market
- Neighborhood Transformation Initiative and issuance of qualified redevelopment bonds
- New River City
- Proposed privatization of PGW

By way of example, led by Valarie Allen, Ballard Spahr was the bond counsel that assisted the City with the issuance of its 2007 variable rate stadium bonds and their super-integration with a variable to fixed rate swap with JPMorgan. The following year, in the wake of the great recession, the precipitous downgrade of FGIC (the bond insurer for the 2007 stadium bonds), and the sudden scarcity of liquidity throughout the market, Ms. Allen and her team restructured those integrated bonds (and swaps) into four subseries to facilitate their remarketing going forward.

In the past three years we have served as bond counsel, underwriter's counsel and trustee counsel for the City of Philadelphia totaling more than \$3 billion. Below is a detailed list of these financings.

ISSUER	ROLE	SECURITIES AMOUNT	TITLE	CLOSING DATE
City of Philadelphia	Bond Counsel	\$564,835,000	Pennsylvania Water and Wastewater Revenue Bonds, Series 2023B	9/28/2023
Philadelphia Authority for Industrial Development	Bond Counsel	\$32,135,000	Charter School Revenue Bonds (Tacony Academy Charter School Project) Series 2023 (Social Bonds)	7/17/2023
City of Philadelphia	Bond Counsel	\$110,072,475	Water and Wastewater Revenue Bond, Series 2023A (Pennvest Loan - Baxter Clearwell Basin Project)	6/1/2023
Philadelphia Redevelopment Authority	Underwriter's Counsel	\$124,083,000	City Service Agreement Revenue Bonds (City of Philadelphia Neighborhood Preservation Initiative) Series A of 2023 (Federally Taxable Social Bonds), Series B of 2023 (Tax-Exempt Social Bonds) and Series C of 2023 (Tax-Exempt)	5/25/2023

Ballard Spahr Response to Request for Proposal No. 24-01

ISSUER	ROLE	SECURITIES AMOUNT	TITLE	CLOSING DATE
City of Philadelphia	Bond Counsel	\$100,000,000	2023 Extension of Credit Facility and Liquidity Facility - General Obligation Multi-Modal Refunding Bonds, Series 2009B	4/25/2023
Philadelphia Authority Industrial Development	Bond Counsel	\$200,000,000	University Revenue Bonds (Saint Joseph's University Project) Series 2022	11/30/2022
City of Philadelphia	Bond Counsel	\$7,545,605	Water and Wastewater Revenue Bond, Series 2022F (Pennvest Loan - GSI in Saunders Park, Fairmount, South Philly and Harrowgate)	10/12/2022
City of Philadelphia	Bond Counsel	\$8,221,985	Water and Wastewater Revenue Bond, Series 2022E (Pennvest Loan - GSI in Packer Park, South Philly, Overbrook, Lawndale, and Holmesburg)	10/12/2022
City of Philadelphia	Bond Counsel	\$294,810,000	Water and Wastewater Revenue Bonds, Series 2022C	8/16/2022
Philadelphia Authority for Industrial Development	Bond Counsel	\$19,315,000	Charter School Revenue Bonds (Green Woods Charter School Project) Series 2022A and Series 2022B (federally Taxable)	8/8/2022
City of Philadelphia	Bond Counsel	\$35,861,985	Water and Wastewater Revenue Bond, Series 2022B (Pennvest Loan - Linear Assets Drinking Water Line Replacement)	7/26/2022
City of Philadelphia	Bond Counsel	\$16,301,250	Water and Wastewater Revenue Bond, Series 2022A (Pennvest Loan – Flat Rock Dam Manayunk Canal)	4/14/2022
Philadelphia Authority of Industrial Development	Bond Counsel Borrower's (Beneficiary) Counsel	\$33,470,000	Museum Revenue Bonds, Series 2022A (Philadelphia Museum of Art Project)	3/1/2022
Philadelphia Authority of Industrial Development	Bond Counsel Borrower's (Beneficiary) Counsel	\$36,700,000	Museum Revenue Bonds, Series 2022C (Philadelphia Museum of Art Project)	3/1/2022
Philadelphia Authority of Industrial Development	Bond Counsel Borrower's (Beneficiary) Counsel	\$40,600,000	Museum Variable Rate Revenue Bonds, Series 2022B (Philadelphia Museum of Art Project)	3/1/2022

Ballard Spahr Response to Request for Proposal No. 24-01

ISSUER	ROLE	SECURITIES AMOUNT	TITLE	CLOSING DATE
Philadelphia Authority of Industrial Development	Bond Counsel	\$5,765,000	Charter School Revenue Refunding Bonds (Imhotep Institute Charter School Project) Series 2022A and Charter School Revenue Refunding Bonds (Imhotep Institute Charter School Project) Series 2022B (Federally Taxable)	2/23/2022
City of Philadelphia	Bond Counsel	\$5,794,470	Water and Wastewater Revenue Bond, Series 2021D (Pennvest Loan)	10/21/2021
Philadelphia Authority for Industrial Development	Underwriter's Counsel	\$25,915,000	Charter School Revenue Bonds, (Philadelphia Electrical and Technology Charter School Project), Series 2021A; Philadelphia Authority for Industrial Development, Charter School Revenue Bonds, (Philadelphia Electrical and Technology Charter School Project), 2021B (Taxable)	9/15/2021
Philadelphia Authority for Industrial Development	Bond Counsel	\$38,860,000	Charter School Revenue Bonds (MaST Community Charter School III Project), Series 2021	7/27/2021
Philadelphia Authority for Industrial Development	Underwriter's Counsel	\$124,015,000	(The Children's Hospital of Philadelphia Project) Hospital Revenue Bonds Series A of 2021	7/1/2021
City of Philadelphia	Bond Counsel	\$368,720,000	Water and Wastewater Revenue Refunding Bonds (Federally Taxable), Series 2021B	6/30/2021
Philadelphia Authority for Industrial Development	Bond Counsel	\$17,000,000	Revenue Bond (Friends Select School Project) Series 2021A and Revenue Bond (Friends Select School Project)	4/15/2021
City of Philadelphia	Bond Counsel	\$80,821,155	Water and Wastewater Revenue Bond, Series 2021A (Pennvest Loan)	2/10/2021
Philadelphia Authority for Industrial Development	Bond Counsel	\$52,405,000	Charter School Revenue Bonds (Philadelphia Performing Arts: A String Theory Charter School Project) Series 2020	12/16/2020

Ballard Spahr Response to Request for Proposal No. 24-01

ISSUER	ROLE	SECURITIES AMOUNT	TITLE	CLOSING DATE
Philadelphia Authority for Industrial Development	Bond Counsel	\$12,790,000	Charter School Revenue Bonds (Global Leadership Academy Charter School Project) Series 2020A and Charter School Revenue Bonds (Global Leadership Academy Charter School Project) Series 2020B (Federally Taxable)	11/24/2020
The Children's Hospital of Philadelphia	Underwriter's Counsel	\$500,000,000	Taxable Bonds, Series 2020	10/13/2020
Philadelphia Authority for Industrial Development	Bond Counsel	\$27,705,000	Charter School Revenue Bonds (MaST Community Charter School II Project), Series 2020	8/3/2020
Philadelphia Authority for Industrial Development	Bond Counsel	\$42,000,000	Revenue Bonds (Mariana Bracetti Academy Charter School Project) Series 2020A and Refunding Revenue Bonds (Mariana Bracetti Academy Charter School Project) Taxable Convertible Series 2020B	7/10/2020
Philadelphia Authority Industrial Development	Bond Counsel	\$186,245,000	University Refunding Revenue Bonds (Saint Joseph's University Project) Series A of 2020, Taxable Series B of 2020 and Series C of 2020	3/18/2020

Team Experience

Marcel Pratt (*Team Lead & Partner*) served as the City Solicitor of Philadelphia, the City's highest-ranking lawyer, and leader of its 330-member Law Department, which represented the City in all litigation, transactional, regulatory, and legislative matters. In that role, Marcel personally represented the City in highly publicized appellate and trial court matters and acted as general counsel to the Mayor, City Council, and all City departments, boards, and commissions. Marcel also served as counsel to the Philadelphia Board of Pensions & Retirements. Among his accomplishments were:

- Devising a novel legal framework for the City's COVID-19 mitigation measures and ensuring that City boards and commissions complied with the Sunshine Act during the pandemic.
- Arguing high-profile cases in federal and state courts with national and regional implications, including First Amendment challenges to commercial-speech regulations before the Third Circuit and serving as trial counsel in the City's successful "sanctuary cities" litigation.
- Defending the Philadelphia Beverage Tax in the Pennsylvania Supreme Court.

Ballard Spahr Response to Request for Proposal No. 24-01

- Defending the City's contractual antidiscrimination provisions in the U.S. Supreme Court.
- Defeating challenges to the integrity of the local election process during the 2020 Presidential Election.
- Representing the City in white-collar and regulatory investigations.
- Serving as counsel to the Philadelphia Board of Pensions and Retirement and other local boards, which are subject to the Sunshine Act and Right-to-Know Law.

Furthermore, Marcel has ample experience serving on boards of directors. In addition to serving on the Pension Board, Marcel served on the board of the Philadelphia Industrial Development Corporation (PIDC) and the boards of various non-profit organizations.

Valarie Allen (*Partner*) is co-leader of the firm's Public Finance Practice Group and is a member of the firm's Elected Board. Prior law school, Ms. Allen gained broad exposure to public finance matters while serving in numerous capacities in Massachusetts state government, including as a budget analyst for the Massachusetts House Ways and Means Committee, Bond Finance Associate at the Massachusetts Development Finance Agency, and Director of the Airport Business Office at Logan International Airport, Massachusetts Port Authority.

- Served as bond counsel to Philadelphia Redevelopment Authority in connection with City Service Agreement Revenue Refunding Bonds, Series 2015A (Non-AMT) and City Service Agreement Revenue Refunding Bonds, Series 2015B (AMT).
- Served as bond counsel in connection with the financing of a new hospital in the Philadelphia suburbs. The new hospital was sponsored by Albert Einstein Healthcare Network, a regional health care provider that wanted to limit its overall credit exposure to the risks involved in building a new hospital. To do so while obtaining the low-interest rates that come with highly rated credit, Einstein decided to use the Federal Housing Administrations Section 242 mortgage insurance program to finance the costs of the facility.
- Represented Philadelphia Housing Agency (PHA) in connection a mixed-use project involving market rate apartments, retail and commercial space, and a parking garage on land owned by PHA.
- As the City of Philadelphia's Bond Counsel for its Water and Wastewater Revenue Bond program, Ms. Allen assisted the City in its first of a series of WIFIA loans from the EPA. The WIFIA loans are on parity in payment and security with the City's Water and Wastewater Revenue Bonds.

Marybeth Orsini (*Partner*) focuses on federal tax law with an emphasis on tax-exempt bonds and tax credit bonds. She has served as tax counsel, bond counsel, and borrower's counsel for tax-exempt bond financings undertaken by state and local issuers around the country. She handles financings for a variety of governmental projects, including special districts and tax increment financings, and privately-owned projects, including multifamily housing, solid waste disposal, manufacturing, and facilities for not-for-profit entities in the health care and education sectors.

Ballard Spahr Response to Request for Proposal No. 24-01

Marybeth has served as an attorney in the tax-exempt bond branch at the IRS Office of Associate Chief Counsel (Financial Institutions and Products), where she drafted published guidance, private letter rulings, and technical advice. She also served as the Chief Counsel's representative to the Tax-Exempt Bond Focus Group, providing assistance to IRS agents during audits of tax-favored bonds.

Additionally, Marybeth has experience representing governmental entities, not-for-profit organizations and businesses in audits before the IRS and has assisted clients with negotiating voluntary closing agreements with the IRS.

- Served as Bond Counsel to the Maryland Economic Development Corporation in connection with a new student housing facility for Morgan State University. The transaction completed in 2022 was a second phase of the University's Thurgood Marshall dining and student housing facility and now part of a housing system that secures the bonds with the University's Morgan View Project, financed first in 2002. These new facilities represent the first new housing on campus for Morgan, an HBCU, in more than 20 years, (since the Morgan View Project) and help both in recruiting and supporting record enrolment, as well as alleviating financial stress on the University as it has been leasing hotel beds in Baltimore City to accommodate student demand.
- Served as bond counsel to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota. The bonds were issued to assist in the financing of a portion of the cost of acquiring, constructing and equipping a mixed-use project, including an approximately 128-unit affordable rental housing facility and related amenities and approximately 5,200 square feet of commercial office space (which will be financed from sources other than the bonds) (the "Office Space") to be located at 540 Broadway Street in the City and to be known as The Balsam on Broadway (the "Project Facilities"). The project will provide affordable housing in the City of Saint Paul.

William C. Rhodes (*Partner*) leads the firm's Education Industry Group and its Municipal Recovery Initiative. Bill regularly represents issuers, broker-dealers, and investors in all areas of public finance, with an emphasis on the offering of high-yield (unrated) municipal securities.

Bill represents clients in the financing of public infrastructure, transportation, project financing, economic development, and public purpose facilities for governments and their authorities. His clients also include public and private secondary schools, colleges, and universities; health care systems; cultural institutions; and municipal- and investor-owned water, wastewater, and energy utilities. He also has extensive experience in affordable housing, including single-family mortgage finance and multifamily, military, and senior housing projects.

Bill regularly advises issuers, underwriters, municipal advisers, and investors in the evolving landscape of municipal securities regulation and enforcement, including regulatory compliance, primary and secondary market disclosures, and enforcement actions.\

- Served as bond counsel to the Pennsylvania Economic Development Financing Authority (PEDFA) in the structuring and successful closing of an innovative new financing program in which proceeds of one

Ballard Spahr Response to Request for Proposal No. 24-01

or more taxable bond offerings by PEDFA are made available (through a special purpose entity) to participating Pennsylvania municipalities for deposit into their municipal pension funds in exchange for a pledge and assignment of their annual, Commonwealth-funded municipal pension aid subsidy payments. This program to securitize pension aid subsidies is particularly attractive to Pennsylvania local governments facing fiscal distress by providing financial resources to reduce unfunded actuarial accrued liabilities, thereby relieving structurally unbalanced operating budgets. We believe this is the first such program in the United States and could provide a template for other states looking to assist fiscally challenged local governments, particularly those facing significant unfunded pension liabilities. Bill Rhodes led this engagement, which obtained investment grade ratings and closed its first offering in December 2021. We have begun working with the program sponsor and underwriter on the second tranche of bonds to be issued under this program.

- Represented Philadelphia Housing Authority (PHA) in connection with a mixed-use project involving market-rate apartments, retail and commercial space, and a parking garage on land owned by PHA. PHA subjected its land to a condominium regime before the financial closing to facilitate the land's conveyance by ground lease. The entire project except for the parking garage was financed with New Market Tax Credits (NMTC). PHA served as ground lessor, first mortgage lender, subordinate lender, leverage lender for the NMTC, and subtenant of the parking garage. PHA also had an ownership interest in the project owner. We prepared and/or negotiated a development agreement, organizational documents for the project owner, two ground leases - one for the NMTC and one for the parking garage, a sublease for the parking garage, several sets of loan documents, and retail leases, reviewed survey and title and generally assisted PHA in the complex negotiations of the deal terms. The project closed in October 2020 and is currently under construction. PHA continues to consult with us on post-closing and construction issues. This project is critical to the City of Philadelphia and the Sharswood neighborhood in particular because it is expected to bring about much-needed residential growth within the area.

Peter Kim (*Associate*) served as the Divisional Deputy City Solicitor at the City of Philadelphia Law Department, where he managed the Finance & Contracts Division of the Commercial Law Unit. In that position, Peter reviewed, negotiated, and approved hundreds of contracts annually for public works, professional services, and the procurement of goods for the City of Philadelphia. He also counseled the City of Philadelphia Treasurer's Office on complex municipal securities transactions.

Robert Clark (*Partner*) served as a member of Governor Ed Rendell's Senior Staff (2003 – 2009). He was responsible for all appointments to Commonwealth boards, commissions, judicial vacancies, and non-civil service positions in agencies and departments under the Governor's jurisdiction. This included:

- Coordinating and directing the administration's efforts to engage with a wide variety of constituencies across the Commonwealth to ensure diversity and inclusion with appointments and policy initiatives.
- Leading the Commonwealth's effort to deepen the Main Channel of the Delaware River to 45 feet.
- Representing the Governor's Office in several economic development projects.

Ballard Spahr Response to Request for Proposal No. 24-01

- Serving as a liaison to the National Governors' Association and the Democratic Governors' Association.

In addition, he has served as a board member and audit & budget committee chair for the Philadelphia Regional Port Authority, vice chairman of the board and governance committee chair for Philabundance, and local host committee chairperson for the National Governor's Association Centennial Meeting. Other experience includes:

- Serving as part of the Ballard Spahr team that guided the developer of a 13-story mixed-use project comprising an outpatient clinic and rehabilitation center for a Pennsylvania-based university hospital system, medical office and research space, street-level retail, and parking.
- Serving as part of the Ballard Spahr team that assisted a national developer with its 1300 Fairmount Avenue redevelopment project on four vacant acres just off North Broad Street in Philadelphia. The 19-story, mixed-use project is anchored by a supermarket, with additional retail space including eating and drinking establishments, offices, 486 apartments in two towers, and 580 structured parking spaces to serve the retail and residential components. The team helped guide the project to Philadelphia Zoning Board approval, which required a special exception for an above-ground parking garage and shepherding ordinances through City Council to accomplish a necessary lot adjustment. In addition, the team helped coordinate the efforts of the client's architects and engineers to navigate the Civic Design Review process successfully and secure support from the Philadelphia City Planning Commission.
- Serving on the team providing counsel to Liberty Energy Trust, the developer for the DBFM (design-build-manage-finance) development of a liquefied natural gas (LNG) project procured by Philadelphia Gas Works (PGW). Liberty will design, develop, and maintain new LNG facilities, among other infrastructure improvements on the existing PGW plant in south Philadelphia. The project will be innovative and the first for PGW and the City of Philadelphia as it combines private innovation and financing with public infrastructure.

Shannon Farmer (*Partner*) represents public and private employers in a broad range of labor and employment matters. As detailed earlier, she has served as the City of Philadelphia's outside labor counsel for over 20 years. She also led the team that assisted the City with reviewing thousands of offensive social media posts by dozens of police officers to determine which were protected by the First Amendment and could result in disciplinary action.

Furthermore, she served as outside counsel for the Southeastern Pennsylvania Transportation Authority (SEPTA), the nation's fifth-largest transit system, on labor relations and employment matters. Ballard Spahr has represented the Authority since 1997 in a wide variety of labor matters, including Presidential Emergency Boards to resolve labor disputes involving the rail unions, as well as fact-finding, unfair labor practice charges, employment litigation, wage and hour litigation, policy development, and management training. Shannon regularly defends the Authority's contractual rights in grievance arbitration matters arising under the bargaining agreements.

Ballard Spahr Response to Request for Proposal No. 24-01

Shannon also represents other large, public employers in Pennsylvania in a range of labor employment matters, including Temple University, Temple University Health System, the Pennsylvania State University, and the University of Pittsburgh. Her experience includes:

- Investigations and training on issues as varied as Title IX, Family Medical Leave Act (FMLA), and wage and hour compliance.
- Labor negotiations, arbitrations, organizing campaigns, and unfair labor practice proceedings.
- Compliance audits and advice, including wage and hour compliance.
- Litigation involving discrimination and constitutional claims, including those related to COVID mandates.
- Guiding universities in matters involving faculty removal and internal disciplinary board hearings.
- discovery through a bench trial in the Bucks County Court of Common Pleas – including argument of motions in limine, *voir dire* and cross-examination of the defendant's expert, and post-trial motions.

List of Government Clients

While we can share that we represent dozens of State and other government agencies and departments throughout the country in a range of legal matters, including public finance, labor and employment, real estate, government relations, bankruptcy, and intellectual property, among others, due to our confidentiality obligations relating to any current or former Firm clients, we are unable to disclose the full specifics around such current or former representations of other government agencies or departments.

A small sampling of the government clients we represent in matters of public record includes the City of Philadelphia; Philadelphia Authority Industrial Development (PAID); Pennsylvania Housing Finance Agency; Lehigh General Purpose Authority; Pennsylvania Higher Education Facilities Authority; Pennsylvania State System of Higher Education; City and County of Denver, Colo.; California Municipal Finance Authority; the District of Columbia; the City of St. Paul, Minn.; Prince George's County, Md.; City of Missoula, Mont.; City of Kalispell, Mont.; Kent County, Del.; Maryland Economic Development Corporation; City of Dover, Del.; City of Tucson, Ariz.; Sussex County, Del., and the Boston Housing Authority.

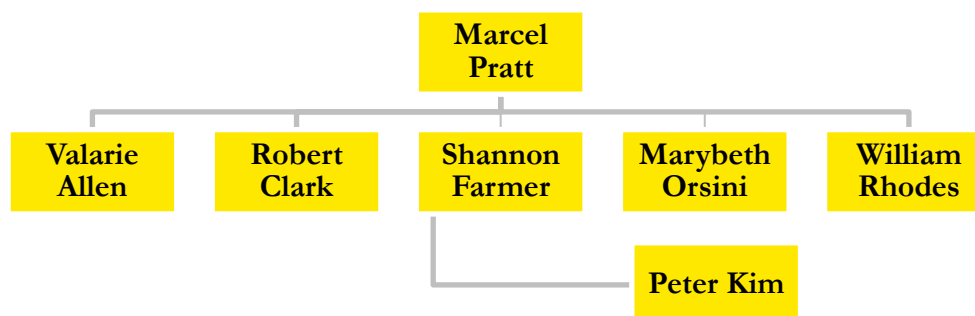
Ballard Spahr Response to Request for Proposal No. 24-01

Tab C: Key Personnel

Provide an organizational chart of the team who will be servicing the Authority's account. Include, through a resume or similar document, education, and experience in providing legal services. Indicate the responsibilities each will have in the project and how long each has been with your company.

Resumes are to include educational qualifications and previous work assignments that relate to this RFP. The primary employee anticipated to represent the Authority must be named. Include any personnel or services that set you apart from other law firms or reasons why it would be most advantageous for the Authority to contract with your firm.

Team Member	Role	Firm Tenure
Marcel Pratt	Team leader and primary client contact; will oversee all aspects of the representation and counsel, and attend board meetings.	14+ years
Valarie Allen	Will provide additional strategy, opinions, counsel and matter management as needed for special projects.	21+ years
Marybeth Orsini	Will provide additional strategy, opinions, counsel and matter management as needed for special projects.	4 years
William Rhodes	Will provide additional strategy, opinions, counsel and matter management as needed for special projects.	30 years
Robert Clark	Will provide additional strategy, opinions, counsel and matter management as needed for special projects.	14+ years
Shannon Farmer	Will provide additional strategy, opinions, counsel and matter management as needed for special projects.	16+ years
Peter Kim	Attend board meetings as required, draft documents, handle legal research and assist in brief writing.	1 year



Attorney Profiles



Marcel S. Pratt

Partner

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

Direct: (215) 864-8506 | Fax: (215) 864-8999

prattm@ballardspahr.com

Services

Litigation | Antitrust and Competition | False Advertising Litigation | Commercial Litigation and Dispute Resolution | Government Affairs and Public Policy | Loss Recovery | Environmental, Social, and Governance (ESG) | Product Liability and Mass Tort | Class Action Litigation | White Collar Defense / Internal Investigations | State Attorneys General | Crisis Management

Marcel S. Pratt is the Managing Partner of the firm's Philadelphia office. His practice focuses on commercial litigation, antitrust and competition law, product liability, class actions, investigations, and government relations. He also leads the firm's Crisis Management Team.

Marcel previously served as the City Solicitor of Philadelphia, the City's highest-ranking lawyer and leader of its 330-member Law Department, which represented the City in all litigation, transactional, regulatory, and legislative matters. In that role, Marcel personally represented the City in highly publicized appellate and trial court matters and acted as general counsel to the Mayor, City Council, and all City departments, boards, and commissions.

Marcel is a litigator who represents clients in high-stakes matters and investigations. He has successfully represented clients in matters involving multibillion-dollar antitrust claims and has counseled clients on antitrust compliance and the implications of mergers and acquisitions. He has also represented clients in a range of breach-of-contract, product liability, and class action litigation. He has advised clients responding to criminal and regulatory investigations by federal and state authorities and has conducted highly sensitive internal investigations for private and governmental entities. He regularly advises clients on government relations, public policy strategies, and crisis management.

As City Solicitor, Marcel argued high-profile cases in federal and state courts with national and regional implications, including First Amendment challenges to commercial-speech regulations before the Third Circuit and serving as trial counsel in the City's successful "sanctuary cities" litigation. His tenure also included: defending the Philadelphia Beverage Tax in the Pennsylvania Supreme Court; defending the City's contractual antidiscrimination

Ballard Spahr Response to Request for Proposal No. 24-01

provisions in the U.S. Supreme Court; and defeating challenges to the integrity of the local election process during the 2020 Presidential Election. He recovered millions of dollars for the City by expanding its affirmative litigation practice and filing antitrust, fair housing, and public nuisance litigation. He also represented the City in white-collar and regulatory investigations.

Marcel served as the Philadelphia's top legal advisor in 2020 during the COVID-19 pandemic and advised the City on its crisis management and response strategies. He devised the novel legal framework for the city's COVID-19 mitigation measures and approved the legality of every emergency order issued by the Mayor and Health Commissioner.

Marcel has ample experience serving on boards of directors. He was a trustee and counsel for the Philadelphia Board of Pensions and Retirement, a nine-member board that managed over \$5 billion in assets. He also has served on the boards of several nonprofit organizations.

In 2018, Marcel became the youngest person in Philadelphia's history to be appointed and confirmed as City Solicitor.

Experience

- Defending an engineering company in a putative class action alleging that it entered into a no-poach agreement with its competitors to refrain from hiring each other's employees
- Representing a lender in a nationwide class-action regarding the funding of PPP loans
- Leading an investigation on behalf of a school district into its charter-authorizing practices
- Led an investigation for a university regarding its role in handling human remains from the 1985 MOVE bombing in Philadelphia
- Represented a health care data and analytics company in antitrust litigation against a competitor, involving allegations of unlawful monopolization through bundling, exclusive agreements, monopoly leveraging, and predatory hiring
- Defended a pharmaceutical manufacturer in antitrust litigation involving allegations of monopolization related to the filing and settlement of Hatch-Waxman patent-infringement litigation and filing FDA citizen petitions
- Counseled a global science company in multidistrict products liability litigation involving a chemical herbicide
- Represented a pharmaceutical manufacturer against allegations of secondary-line price discrimination under the Robinson-Patman Act
- Brought suit on behalf of a brand-name pharmaceutical manufacturer in Lanham Act litigation against a competing generic manufacturer for alleged false advertising of a generic drug

Ballard Spahr Response to Request for Proposal No. 24-01

- Brought a suit on behalf of a residential real estate developer against several suppliers of allegedly defective housing components
- Brought litigation on behalf of a biopharmaceutical company against a party to a joint development and license agreement for violating the agreement by commencing clinical trials without proper approval under the agreement

Professional Highlights

Board Memberships & Community Service

The William Penn Foundation

United Way of Greater Philadelphia and Southern New Jersey

Project HOME

Temple University Beasley School of Law, Board of Visitors

The Development Workshop, Inc.

Past: Philadelphia Board of Pensions & Retirement; EducationWorks, Inc.; Philadelphia Hospitality, Inc.; International Municipal Lawyers Association; Philadelphia Industrial Development Corporation

Professional Activities

Philadelphia Bar Association: Past Chair, Business Law Section; Past Co-Chair Business Litigation Committee; Past member, Large Firm Management Committee

National Bar Association, Deputy Regional Director for Region III (PA, NJ, DE) (past)

Barristers Association of Philadelphia, Executive Board (past)

Recognition & Accomplishments

Featured on *City & State Pennsylvania's* Law Power 100 List (2022)

Leaders and Legends, Black History Month Exhibit, Smith Memorial Playground (2022)

Attorney of the Year Finalist, The Legal Intelligencer Professional Excellence Award (2021)

Barristers Association of Philadelphia, William F. Hall Award (2021)

Philadelphia Business Journal, Best of the Bar (2020)

Philadelphia Tribune, Most Influential African-Americans (2018, 2020, 2021)

Ballard Spahr Response to Request for Proposal No. 24-01

Temple Law BLSA, 2018-19 Cecil B. Moore Award (2019)

Philadelphia magazine, New Look of Power (2019)

Temple Law Review Alumni Award of Merit (2018)

Urban Affairs Coalition, Community Leadership Award (2018)

Philadelphia Business Journal, Millennials to Watch (2018)

The Legal Intelligencer, Lawyers on the Fast Track (2017)

Recipient, Ballard Spahr Pro Bono Award (2012)

Education

Temple University James E. Beasley School of Law, (J.D. 2009)

Member, *Temple Law Review*

University of Pennsylvania (B.A. Economics, 2006)

Member, Kappa Alpha Psi Fraternity, Inc.

Admissions

New Jersey

Pennsylvania

U.S. District Court for the Eastern District of Pennsylvania

Ballard Spahr Response to Request for Proposal No. 24-01



Valarie J. Allen

Partner

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

Direct: (215) 864-8565 | Fax: (215) 864-8999

allenv@ballardspahr.com

Services

Finance | Public Finance | Health Care | Health Care Finance | Housing | Education | Municipal Recovery | Securities and Capital Markets | Commercial Finance | Energy | Project Finance | Housing Finance | Independent, Parochial and Charter School Financings

Valarie J. Allen advises issuers, underwriters, and borrowers in the structuring, issuance, offering, placement, remarketing, and restructuring of tax-exempt and taxable municipal securities and other debt instruments and derivatives. She is Practice Co-Leader of the firm's Public Finance Group and serves on the firm's Elected and Expanded Boards.

Valarie serves as bond, borrower's, underwriter's, and disclosure counsel to clients across the United States. She represents investment banking firms, state housing agencies, electric-energy generation companies, educational and health care institutions, private and municipal utilities, school districts, and municipalities in virtually all areas of public finance.

Before joining Ballard Spahr, Valarie gained broad exposure to public finance matters while serving in numerous capacities in Massachusetts state government, including as budget analyst for the Massachusetts House Ways and Means Committee, Bond Finance Associate at the Massachusetts Development Finance Agency, and Director of the Airport Business Office at Logan International Airport, Massachusetts Port Authority.

Valarie serves on the firm's Evaluation and Compensation Committee.

Professional Highlights

Professional Activities

Pennsylvania Association of Bond Lawyers (PABL) -- Past-President

National Association of Bond Lawyers (NABL)

American Bar Association

Ballard Spahr Response to Request for Proposal No. 24-01

Recognition & Accomplishments

The Best Lawyers in America, public finance law, 2017-2024, banking and finance law, 2022-2024

Education

University of Pennsylvania Law School (J.D. 2002)

Harvard College (A.B. 1992)

Admissions

Pennsylvania

Ballard Spahr Response to Request for Proposal No. 24-01



Peter Kim

Associate

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

Direct: (215) 864-8267 | Fax: (215) 864-8999

kimp@ballardspahr.com

Services

Finance | Public Finance

Peter Kim is an associate in the firm's Finance Department, focusing on public finance matters. He has extensive experience representing public organizations and municipalities in a wide range of transactions and contract negotiations. He also has experience working on health care and administrative law matters.

Prior to his role at Ballard Spahr, Peter served as the Divisional Deputy City Solicitor at the City of Philadelphia Law Department, where he managed the Finance & Contracts Division of the Commercial Law Unit. In that position, Peter reviewed, negotiated, and approved hundreds of contracts annually for public works, professional services, and the procurement of goods for the City of Philadelphia. He also counseled the City of Philadelphia Treasurer's Office on complex municipal securities transactions.

Professional Highlights

Professional Activities

Co-Chair, Law Department Professional Development Committee

Asian Pacific American Bar Association

Board Memberships & Community Service

Volunteer Leader, Advancing Civic Education (A.C.E.) at Greenfield Elementary School

Education

Temple University Beasley School of Law (J.D. 2008)

President, Asian Pacific American Law Students Association

Boston University School of Management (B.S., *magna cum laude*, 2005)

Honors Program

Ballard Spahr Response to Request for Proposal No. 24-01

Admissions

Pennsylvania

New Jersey

Ballard Spahr Response to Request for Proposal No. 24-01



Robert J. Clark

Partner

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

Direct: (215) 864-8659 | Fax: (215) 864-8999

clarkr@ballardspahr.com

Services

Litigation | Business and Transactions | Government Affairs and Public Policy | Political and Election Law | P3/Infrastructure | Emerging Companies and Venture Capital | Gaming | Cannabis | Environmental, Social, and Governance (ESG) | Energy | Project Finance

Robert “BJ” Clark focuses his practice at the intersection of law and government. With his extensive government sector experience and deep knowledge of the governmental, regulatory, and political process, BJ provides his clients with the benefit of an insider’s perspective as he works to achieve their goals and objectives. He is the Practice Leader of the firm’s Government Affairs and Public Policy Group.

BJ regularly represents clients before federal, state, and local executive branch and administrative agencies, as well as legislative bodies and committees.

He specializes in representing clients that are involved in major economic development and infrastructure projects; renewable energy projects; large public procurements; licensing and administrative law matters including gaming, cannabis, and political and public ethics law compliance.

BJ’s Government Affairs and Public Policy clients include Fortune 50 and 500 companies, private companies, major institutions, and emerging technology companies that are involved in a wide range of industries and businesses. BJ regularly represents and advises political campaigns and candidates at every level including Pennsylvania Governor Tom Wolf’s Transition Team and the DNC Philadelphia Host Committee. He served as local counsel to the Biden campaign and the Democratic National Committee during the 2020 election cycle.

Before joining Ballard Spahr, BJ served from 2003 to 2009 as a member of Governor Ed Rendell’s Senior Staff where he was responsible for all appointments to Commonwealth boards, commissions, judicial vacancies, and non-civil service positions in agencies and departments under the Governor’s jurisdiction. This included coordinating and directing the administration’s efforts to engage with a wide variety of constituencies across the Commonwealth to insure diversity and inclusion with appointments and policy initiatives. In addition, he led the Commonwealth’s effort to deepen the Main Channel of the Delaware River to 45 feet and also represented the

Ballard Spahr Response to Request for Proposal No. 24-01

Governor's Office in a number of economic development projects. He also served as a liaison to the National Governors' Association and the Democratic Governors' Association.

Professional Highlights

Pro Bono Experience

BJ has represented a number of organizations on a pro bono basis including the Philadelphia Mobile Food Association, Philabundance, Project HOME, the Boys & Girls Club and Philadelphia Youth Basketball. He actively represents clients through the Support Center for Child Advocates and has volunteered for Philadelphia READS and a number of other organizations.

Recognition & Accomplishments

City & State PA Top Lobbyists List, 2022

Ballard Spahr Pro Bono Honor Roll 2010 – 2015; 2017 – 2020

Named to *Philadelphia Business Journal's* 2017 "40 Under 40" list, recognizing professional excellence and outstanding community involvement

Named one of 10 "Rising Stars Under 30" by PoliticsPA.com, 2006

Board Memberships & Community Service

Philabundance, Vice Chairman of the Board and Chairperson, Governance Committee

Philadelphia Regional Port Authority, Board Member and Chairperson, Audit & Budget Committee

National Governor's Association Centennial Meeting, Chairperson of the Local Host Committee

Franklin Institute, Former Member, Board of Trustees

Education

Temple University James E. Beasley School of Law (J.D. 2009)

University of Pennsylvania (B.A. 2001)

Admissions

Pennsylvania

Ballard Spahr Response to Request for Proposal No. 24-01



Shannon D. Farmer

Partner

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

Direct: (215) 864-8221 | Fax: (215) 864-8999

farmers@ballardspahr.com

Services

Litigation | Labor and Employment | Health Care | Education | Manufacturing | Food and Beverage

Shannon D. Farmer represents public and private employers in a broad range of labor and employment matters. She conducts collective bargaining negotiations and interest arbitrations, defends employers in all types of employment and civil rights claims, and provides advice and training related to employment policies and other HR needs.

Experience

Labor/Union Matters

- Represents employers in organizing campaigns in front of state and federal labor boards and under private election agreements; cases include representation petitions involving graduate students, faculty, police officers, truck drivers, manufacturing employees, personal care workers for individuals with disabilities, and health care workers
- Handles collective bargaining negotiations and interest arbitrations for health care professionals, school employees, personal care workers, and contracts covering more than 10,000 public safety employees of a large municipality
- Defends companies before state and federal labor boards against unfair labor practice charges in a wide variety of contexts; cases include allegations employees were fired in retaliation for union activities, allegations that work was unilaterally moved out of a bargaining unit, allegations of changes in employment terms, and allegations of failure to implement an arbitration award
- Represents companies in an array of grievance arbitrations involving discipline and contract interpretation matters
- Appeals awards of labor arbitrators who have exceeded their authority or imposed awards in violation of public policy

Ballard Spahr Response to Request for Proposal No. 24-01

Wage and Hour Matters

- Defends employers against a wide variety of wage and hour claims, including claims under the Fair Labor Standards Act, state minimum wage laws and state wage payment and collection laws, before the Department of Labor, state administrative agencies and federal courts; recent cases include a federal collective action for a large municipality challenging untimely payment of overtime, a federal collective action claiming improper calculation of overtime pay, and a Department of Labor investigation involving calculation of overtime based on annual bonuses
- Assists companies in conducting their own compliance audits and taking proactive steps to avoid litigation and limit liability

Employment Discrimination and Civil Rights Matters

- Defends companies and their employees against all forms of employment claims, including all forms of employment discrimination, civil rights violations, and defamation claims in state and federal courts; recent cases include a race and gender discrimination suit by a property manager, a race and religious discrimination suit by an employee fired for displaying offensive material in the workplace, race discrimination claims by employees fired for misconduct, and a FMLA and disability discrimination suit by an employee terminated for unauthorized leave

Mergers and Acquisitions

- Assists employers in navigating the labor and employment aspects of corporate transactions including due diligence, compliance with WARN Act and similar laws, negotiating labor and employment portions of purchase agreements and transition services agreements and managing obligations related to unionized workforces; recent matters include transactions in the aerospace manufacturing industry, staffing industry, and health care industry

Advice, Agreements, Policies, and Training

- Assists employers with all of their human resources, advice, and training needs, including FMLA policies, electronic use policies, drug and alcohol use and testing and other needs
- Advises on questions about the FMLA, wage and hour, employee terminations, harassment investigations, and the Americans with Disabilities Act
- Drafts agreements, including employment agreements, separation agreements, and confidentiality and/or noncompete agreements
- Trains human resources staff, supervisors and employees on the FMLA, employment discrimination and harassment, good employment practices, and wage and hour compliance

Ballard Spahr Response to Request for Proposal No. 24-01

Professional Highlights

Pro Bono Experience

Since 2004, Shannon serves as a child advocate for children who have been adjudicated dependent through the Philadelphia Family Court. In addition, she has represented parents and other caregivers in child custody matters.

Shannon serves on the team representing Daniel Dougherty, a former death-row inmate, since 2004. The team obtained a new trial in 2013 and another new trial in 2018.

Shannon assists several nonprofit organizations with their employment needs on a pro bono basis, including drafting employment policies, drafting agreements, providing training, and providing advice and support.

Judicial Clerkships

Hon. Raymond J. Broderick, U.S. District Court for the Eastern District of Pennsylvania, 1998 – 2000

Professional Activities

Fellows of the College of Labor & Employment Lawyers

Recognition & Accomplishments

The Best Lawyers in America, employment law - management, 2012 – 2020, 2022, 2023

Chambers USA, labor and employment law (Pennsylvania), 2009 – 2022

Benchmark Litigation, “Labor & Employment Star,” Labor and Employment, 2019, 2021, 2022

Distinguished Advocate, Support Center for Child Advocates, 2017

Winner, 2013 International Law Office/Lexology Client Choice Award, for labor and employment in Pennsylvania, in recognition of law firm partners worldwide who provide excellent client care and quality of service

Recipient, Ballard Spahr’s 2012 Alan J. Davis Award, for her pro bono work as leader of the Daniel Dougherty Capital Defense team

Board Memberships & Community Service

ACHIEVEability, Board Member

Support Center for Child Advocates, Board Member

Temple Shalom, Member-at-large, Executive Committee

Upper Darby Police Pension Board, Member

Ballard Spahr Response to Request for Proposal No. 24-01

Education

University of Pennsylvania Law School (J.D., *cum laude*, 1998)

Stanford University (B.A. 1993)

Admissions

Pennsylvania

U.S. District Court for the Western District of Pennsylvania

Ballard Spahr Response to Request for Proposal No. 24-01

Tab D: References

A minimum of three (3) references to whom similar services were provided within the last ten (10) years. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed, and a description of the services provided. The Authority prefers references of government agencies.

References	
Client:	City of Philadelphia
Contact:	[REDACTED]
Address:	[REDACTED]
Email Phone:	[REDACTED]
Project Date:	Ongoing relationship, at least 10 years
Services Performed:	Municipal finance
Client:	Philadelphia Authority for Industrial Development (PAID) & Philadelphia Industrial Development Corporation (PIDC)
Contact:	[REDACTED]
Address:	[REDACTED]
Email Phone:	[REDACTED]
Project Date:	Ongoing relationship, at least 10 years
Services Performed:	Finance, contracts, real estate development, tax
Client:	Pennsylvania - Governor's Office of General Counsel
Contact:	[REDACTED]
Address:	[REDACTED]
Email Phone:	[REDACTED]
Project Date:	Ongoing relationship, at least 10 years
Services Performed:	Government affairs

Tab E: Proposal Form and Fee Proposal

The proposal form attached as Appendix A must be submitted in its entirety. All signature lines must be executed in ink or electronically.

The proposal form and fee proposal appear on the subsequent pages.

Appendix A
Proposal Form

Ballard Spahr Response to Request for Proposal No. 24-01

The Pennsylvania Intergovernmental Cooperation Authority

1500 Walnut Street, Suite 1600

PHILADELPHIA, PA 19102

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced "**RFP No. 24-01 General Counsel to the Board,**" being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Pennsylvania Intergovernmental Cooperation Authority and posted on the Authority's Internet website and on file in the office of the Authority at 1500 Walnut Street, Suite 1600, Philadelphia, PA 19102. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director, and shall end one year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 3 (three) additional one-year renewals.

General Counsel to PICA
RFP No. 24-01

PROPOSAL FORM
PAGE 1

Ballard Spahr Response to Request for Proposal No. 24-01

5. **Cost Proposal:** Please provide an hourly cost for all members of your proposed team to perform the services as described in the Work Statement.

Position	Year One	Year Two	Year Three	Year Four
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Member	\$595	\$625	\$656	\$689
Associate	\$495	\$520	\$546	\$573
Paralegals	\$250	\$263	\$276	\$289

6. **Requirement Statement:** The undersigned Offeror agrees to provide legal services as specified in the Work Statement, any Addenda, if issued and the response submitted.


Signature

Marcel S. Pratt

Name (Please Print)

Partner

Title

1/3/2024

Date


Ballard Spahr Response to Request for Proposal No. 24-01

7. Offeror Signatures: Complete one section below.

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature	Signature
Typed or Printed Name	Typed or Printed Name
Title	Title
Business Name of Offeror	
Street Address	
City/State/ZIP Code	
Email Address	
Telephone Number	Date

If proposal is by a business entity other than a corporation, form must be dated and signed here:

 Authorized Signature	Ballard Spahr LLP Business Name of Offeror
Marcel S. Pratt Typed or Printed Name	1735 Market Street, 51st Floor Street Address
Partner	Philadelphia, PA 19103
Title	City/ State/ ZIP Code

Ballard Spahr Response to Request for Proposal No. 24-01

1/3/2024
Date

215.864.8506

Telephone Number

Law Firm

Type of Entity

**General Counsel to PICA
RFP No. 24-01**

**PROPOSAL FORM
PAGE 4**

Ballard Spahr Response to Request for Proposal No. 24-01

8. Affidavit of Non-Collusion:

I state that I am Marcel S. Pratt, Partner (Title) of Ballard Spahr LLP (Name of my organization) 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 price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, Offeror, or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before proposal opening.

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

(4) The proposal of my organization 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. I have read, understand, and will abide by the Authority's Contractor Integrity Provisions.

(5) Ballard Spahr LLP (my organization's name) its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 on any public contract, except as follows:

(6)

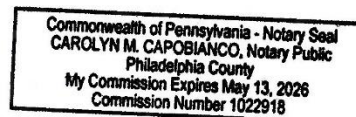
I state that Ballard Spahr LLP (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by PICA when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from PICA of the true facts relating to the submission of proposals / proposals for this contract.

SWORN TO AND
SUBSCRIBED BEFORE
ME THIS 3rd day of January 2024
DAY OF 2023

Carolyn M. Capobianco
Notary Public
My Commission Expires: MAY 13, 2026

Signature/Printed Name

Marcel S. Pratt
Marcel S. Pratt



General Counsel to PICA
RFP No. 24-01

PROPOSAL FORM
PAGE 5

Ballard Spahr Response to Request for Proposal No. 24-01

9. Qualifications:

Type of business:

- a. Individually owned ☒ Partnership ☐ Corporation ☐ Other ☐
- b. Number of employees: Under 25 ☐ Under 50 ☐ Under 100 ☐ Over 100 ☒
- c. If you have had previous contracts with the Authority, list date and product or service provided:

i.....

ii.....

iii.....

d. Philadelphia Commercial Activities License Number: [REDACTED]

e. Federal EIN Number: [REDACTED]

Ballard Spahr Response to Request for Proposal No. 24-01

PICA

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: General Counsel to PICA - 24-01

Offeror: Ballard Spahr LLP

Contact Name: Marcel S. Pratt Email: prattm@ballardspahr.com

OFFEROR INFORMATION:

Does the Offeror hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? ☐ Yes ☒ No (MUST check one)

If yes, please identify each category that applies to your business:

1. _____
2. _____
3. _____
4. _____
5. _____

The Offeror will need to attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract. **This form must be completed and submitted with your proposal.** If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

Tab F: Technical Response

Describe in narrative form your technical plan for accomplishing the requirements of the Work Statement.

As special projects arise, we will assign the appropriate partner to handle strategy and oversee execution with the support of an associate. Ballard Spahr has over 650 attorneys and over 50 practice groups; we will draw from Ballard Spahr's broad and deep bench to assemble the best team for the project. As the need for legal research and written opinions arise, our associates will efficiently conduct legal research and draft written advice, with strategy and oversight provided by the partner whose practice area best aligns with the subject matter.

Ballard Spahr possesses the experience, depth, and knowledge to provide a complete suite of general counsel services to PICA. Whether PICA requires deep expertise in municipal finance, litigation, investigative, transactional, or Pennsylvania laws applicable to government agencies, Ballard Spahr has the experience.

We will have lead counsel and an associate attend all Authority board meetings; we will diligently review and advise upon the board's actions to ensure compliance with open records, open meetings, and other applicable legal requirements. If requested by the board, we will also ensure that we promptly review and prepare any minutes of the board, that we appropriately note the substance of deliberations and decisions, and that privileged matters remain protected from disclosure. We will proactively identify potential risks to the board and Authority and provide advice on eliminating or reducing those risks.

If permitted by the board, we will also review the board's current practices and recommend ways to improve those practices and increase efficiencies. We will periodically present to the board on best governance practices and alert the board to new legal developments that affect the board or the Authority's business. We will also conduct and/or provide oversight of special investigations or inquiries required by the board.

In addition, Ballard Spahr is particularly well qualified to provide PICA with public finance counsel services. We combine our local, Pennsylvania experience with the resources and depth of a nationally recognized public finance practice and full-service law firm to provide the best service to our clients.

The public finance attorneys in the firm's Philadelphia office are knowledgeable of federal and Commonwealth laws, rules and regulations relating to all types of financing obligations, especially with respect to all matters of municipal finance. Our attorneys have made a significant commitment to public finance within the Commonwealth and have assisted with the issuance of bond financings for every type of public entity in the Commonwealth, including the Commonwealth, numerous cities and towns, school districts, and industrial development or other special purpose authorities.

We will be keenly focused on collaboration and service. Our purpose is to provide the Authority with exceptional service at the best value. To those ends, we can enlist the support of *Ballard360*, a custom suite of proprietary technology we developed that promotes client collaboration, provides greater transparency, increases cost predictability, and gives clients the information they need to move forward effectively.

Ballard Spahr Response to Request for Proposal No. 24-01



Customizable, secure, shared portal which allows clients to upload and share documents for review and collaboration while managing and tracking tasks.



Secure shared document library managed by legal teams working on a matter with clients.



Convenient, easy-to-use, document assembly tool that quickly and efficiently generates automated documents of exceptionally high quality saving clients time and money.



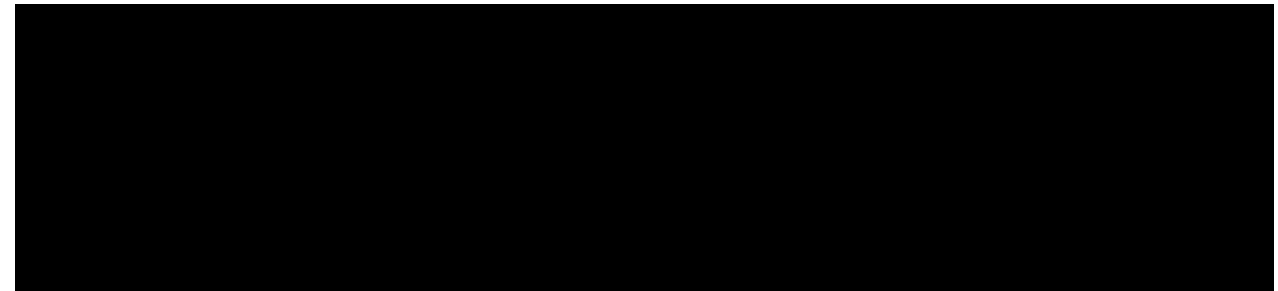
Internal case management tool that makes it easier to track and organize matter information and project status, down to the task.



Internal pricing and matter management application which provides real-time budget-to-actual information, tracks simple to complex fee arrangements, and generates budget threshold alerts in an easy-to-navigate dashboard.

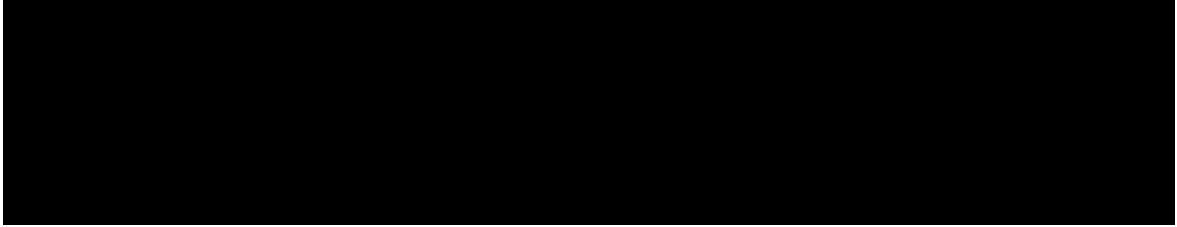
Tab G: Evidence of Insurance

The successful Offeror will be required to submit Insurance Coverage as outlined in Appendix C. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.



Certificates of insurance appear on the subsequent pages.

Ballard Spahr Response to Request for Proposal No. 24-01




January 3, 2024

Ballard Spahr LLP
1735 Market Street
51st Floor
Philadelphia, PA 19103-7599

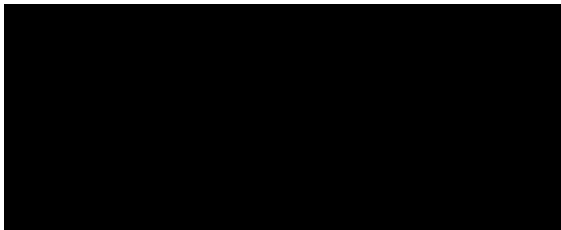
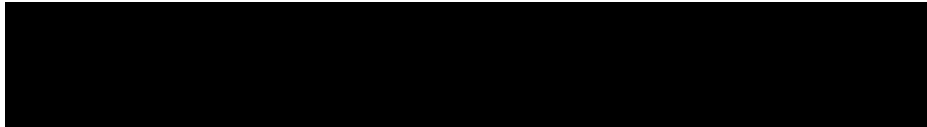
To Whom It May Concern:

CONFIRMATION OF INSURANCE

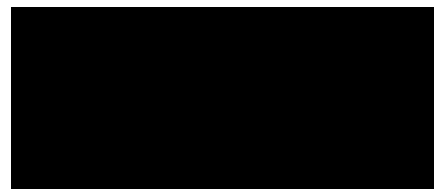
We hereby confirm that Ballard Spahr LLP has Professional Liability
Coverage under 

The Policy effective date is from January 1, 2024 to January 1, 2025.

Such Policy is subject to the terms, conditions, limitations and exclusions
stated therein.



Date: 1/3/2024



Ballard Spahr Response to Request for Proposal No. 24-01



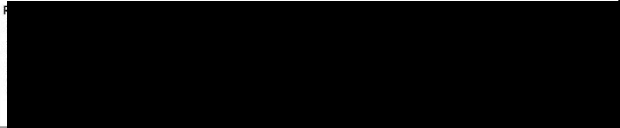
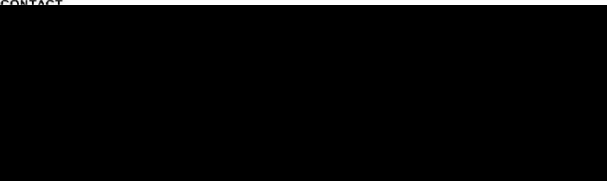
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2023

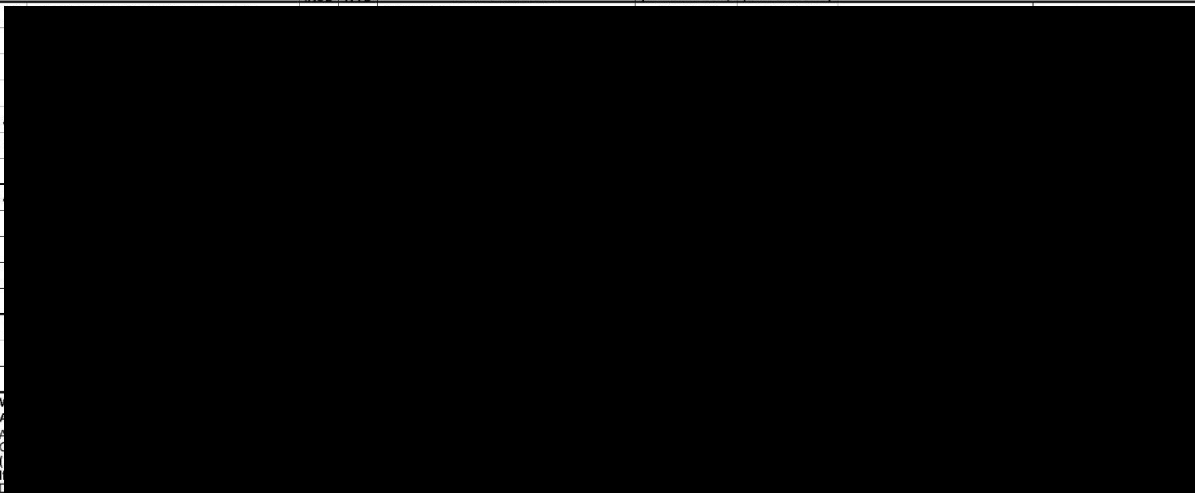
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

		CONTACT	
			
INSURED Ballard Spahr LLP 1735 Market St 51st floor Philadelphia PA 19103		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B						
B						
A						
C						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Ballard Spahr LLP
1735 Market Street 51st Floor
Philadelphia PA 19103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2016/03)

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Tab H: Proposed Amendments to Contract

If successful, this procurement process will result in the presentation of a completed final- form contract after the Authority selects and approves the successful Offeror at a public meeting. To advance that goal, a sample contract is included for review as Appendix B. Please review the sample contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal in order to be considered.

Thank you for reviewing our proposed clarifications to the RFP materials, which we would be pleased to discuss with you in more detail. To the extent we are awarded the contract, and absent a discussion in writing to the contrary or request for a specific redline, the below clarifications shall be incorporated into the contract as if they had been set forth at length therein.

Specifically, we wish to clarify the following: first, regarding Company's insurance coverage as outlined in the General Insurance Requirements section, a waiver of subrogation is not available on Company's Professional Liability Insurance policy since such coverage is for legal malpractice. A waiver of subrogation is permitted under Company's General Liability, Automobile, and Workers' Compensation/Employers' Liability policies. Primary status and additional insured status are only available under Company's General Liability and Automobile policies. Company's primary Professional Liability insurer, [REDACTED]

[REDACTED] is not currently rated by A.M. Best but has a Fitch rating of "A" (Strong, stable outlook).

Company does not own any automobiles, therefore Automobile Liability is for hired and non-owned vehicles only. Regarding broad form contractual liability, Company's General Liability policy affirms it will respond to a covered loss caused by Company's negligence; Company meets all other General Liability requirements.

Company's insurers will only provide notice as stated in the policy, but Company agrees to provide 30 days' advance notice of any material change or reduction in coverage. Regarding the Indemnity provisions, and in order to avoid any issues with our Professional Liability carrier, indemnification obligations shall only arise from third party claims relating to the Firm's negligence, errors, or omissions, subject to PICA providing prompt written notice. Regarding the sample Contract for Legal Services, within section 6. Ownership Rights, we wish to exclude Law Firm's own files and documents, including, for example, firm administrative materials, internal billing reports, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of Law Firm's attorneys from those considered to be property of the Authority. We also wish to clarify that Law Firm's standard record retention period is 7 years after the date a matter is closed. Upon that milestone, we would contact the Authority for instructions to either return your files or destroy, or we can return sooner upon request of the Authority. Finally, Law Firm is unaware of any organizational conflicts of interest, but we reserve the right to discuss the Firm's conflict policies, as they relate to handling wholly unrelated matters involving the Authority, if we are awarded the contract. Specifically, Law Firm represents a number of media clients in open government issues, including the public's rights under varying state public records laws. Law Firm submits this proposal with the understanding that the Authority will consent to such representations, and will not seek to disqualify Law Firm from representing one or more of its media clients in any matter

Ballard Spahr Response to Request for Proposal No. 24-01

adverse to the Authority or the State involving the media client's rights under applicable state records laws. Of course, Law Firm will not represent a media client or any other client on any matter that is substantially related to this engagement, and shall preserve the confidences obtained during the course of Law Firm's representation pursuant to the Rules of Professional Conduct.

Tab I: Disclosure of Legal Actions

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims, or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims, or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims, or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect should be included.

There are no such actions with any governmental agency. However, Ballard Spahr, like all large law firms, is the subject of various claims and suits from time-to-time. Such claims and suits have either been dismissed or settled or are being defended in the ordinary course, and are not expected to have a material adverse impact on the firm.