



HISTORIC

# Bellefonte<sup>TM</sup>

*Est. 1795*

## REQUEST FOR PROPOSAL / QUALIFICATIONS

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### FOR MUNICIPAL SOLICITOR

Issued by the Borough of Bellefonte

Date Issued: January 26, 2026

Responses Due by 4:00 PM, February 27, 2026

# **BOROUGH OF BELLEFONTE**

## **REQUEST FOR PROPOSALS & QUALIFICATIONS (RFP) FOR LEGAL SERVICES**

### **1. PURPOSE AND INTENT**

Through this Request for Proposal (RFP), the Borough of Bellefonte seeks to engage a qualified respondent to serve as Borough Solicitor, upon appointment by Borough Council, in accordance with the Pennsylvania Borough Code (8 Pa.C.S. § 1141).

### **2. PROPOSAL SUBMISSION**

An original, clearly marked as the ORIGINAL, and nine (9) full, complete, and exact copies of each proposal shall be submitted in a sealed envelope marked “Borough Solicitor Request for Proposals” and addressed to:

David Pribulka  
Interim Borough Manager  
301 N. Spring St., Suite 200  
Bellefonte, PA 16823  
[dprribulka@bellefontepa.gov](mailto:dprribulka@bellefontepa.gov)

The proposal must be received no later than Friday, February 27, 2026, at 4:00 p.m. Faxed or emailed proposals will not be accepted.

Any inquiry concerning this RFP shall be directed in writing to David Pribulka, Interim Borough Manager, at [dprribulka@bellefontepa.gov](mailto:dprribulka@bellefontepa.gov).

All documents and information submitted in response to this solicitation shall be considered public records, subject to applicable law, including the Pennsylvania Right-to-Know Law.

The Borough of Bellefonte will not be responsible for any costs associated with the oral or written and/or presentation of the proposals. The Borough of Bellefonte reserves the right to reject any and all proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Borough of Bellefonte also reserves the right to negotiate with all qualified sources, or to cancel in part or in its entirety the RFP when the Borough determines that such action is in its best interests.

The Borough of Bellefonte further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all respondents submitting proposals.

### **3. GENERAL INFORMATION**

The Borough of Bellefonte is located in Centre County, Pennsylvania, and operates under the Pennsylvania Borough Code. The Borough is governed by a Mayor and a nine (9) member Borough Council and employs an appointed Borough Manager.

## **4. MINIMUM QUALIFICATIONS**

The Borough seeks a firm or individual attorney qualified to provide general municipal legal services as Borough Solicitor. Minimum qualifications and preferred experience are set forth in Exhibit A.

## **5. PERFORMANCE STANDARDS**

All work shall be performed in a professional, competent, and timely manner consistent with applicable law and accepted standards of municipal legal practice. Services shall be provided in a cost-effective manner while meeting the legal needs of the Borough.

## **6. TERM OF CONTRACT**

The Borough Solicitor shall serve at the pleasure of Borough Council and may be terminated at any time by a majority vote of Council, consistent with the Pennsylvania Borough Code.

## **7. INSURANCE**

The selected respondent shall procure and maintain required insurance coverage, including professional liability insurance, during the term of the engagement and any applicable post-termination reporting period. Insurance requirements are stipulated in Exhibit B of this RFP.

## **8. UNDUE INFLUENCE**

The successful respondent agrees not to knowingly employ any Borough employee who exercised decision-making authority related to this RFP for a period of one (1) year following separation from Borough service, except as permitted by law.

## **9. MANDATORY CONTENTS OF PROPOSAL**

In addition to demonstrating an ability to meet all requirements described in Exhibits A and B, the firm must also include and address the following:

- A. Contact Information: Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the proposal, and the principal professional assigned to the Borough.
- B. A three-year rate proposal for 2026, 2027, and 2028. The proposal should include a Rate Schedule for principal, associates, and paralegals, detailing Personnel Classifications, rates per hour, direct expenses such as auto travel, copies, etc., and any other costs that may be applicable.
- C. An executive summary of not more than two (2) pages, identifying and substantiating why the respondent is best qualified to provide the requested services.
- D. A staffing plan listing those persons who will be assigned to the engagement if the respondent is selected, including the designation of the person who would be the respondent's principal professional responsible for all services required under the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. The information should include, at a minimum, a description of the principal's relevant professional experience, years and type of experience, and number of years with the respondent.

- E. A description of the respondent's experience in performing services of the type described in this RFP. The respondent shall have extensive experience as a municipal solicitor in the state of Pennsylvania. Provide specific examples of work within the scope of services required under this RFP.
- F. A description of the systems that will be established for monthly reporting of the status of projects, requests, and litigation.
- G. The location of the respondent's office, if other than the respondent's main office, at which the respondent proposes to perform services required under this RFP. Describe your presence in Pennsylvania and any familiarity your firm has with the Centre County area.
- H. References, including at least three (3) municipal clients, three (3) current clients for whom services have been provided for at least three (3) years, and two (2) clients for whom services have been provided within the past seven (7) years. Provide the contact names, titles, and phone numbers.
- I. If the respondent or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the respondent must provide a description of the litigation and/or disciplinary action.
- J. A description of any ongoing investigations and/or litigation matters involving the respondent, its directors, officers, and principals, and any individuals employed by the respondent that relate to the performance of the respondent in the proposed field of expertise.
- K. It is important that the Solicitor representing the Borough not have any other clients that have or would be in conflict with Borough issues. Specify if there are any actual or potential conflicts of interest with the Borough. Include a disclosure of clients who have had dealings with the Borough, including all boards and commissions. Explain how your firm would handle such conflicts. Also, set out any allowance in the contract price if the Borough has to retain other legal counsel because of a conflict of interest with your firm. Present evidence of the firm's malpractice coverage.
- L. A detailed listing of the method of charging for professional and administrative services; the billable rates for all personnel of your firm who may provide services to the Borough (do not list a range of rates.); a description of the multipliers, overhead charges and other applicable fee information; a description of minimum billings; hourly or per meeting rates associated with attending Bellefonte Borough evening meetings, as requested. Any costs incurred by the proposer in preparing or submitting offers are the proposer's sole responsibility. The Borough will not reimburse any proposer for any costs incurred prior to contract award.

## **10. INTERVIEW**

The Borough reserves the right to interview any or all respondents and to request clarifying information. Although interviews may take place, the proposal should be comprehensive and complete on its face. The Borough of Bellefonte reserves the right to request clarifying information subsequent to submission of the proposal.

## **11. SELECTION PROCESS**

All proposals will be reviewed by the Borough Manager and/or Borough Council to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For respondents that satisfy the Minimum Qualifications and the Mandatory Contents of Proposal, the Borough's evaluation will include, but will not be limited to, the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- A. The respondent's general approach to providing the services required under this RFP.
- B. The respondent's municipal experience and the engagement addressed by this RFP.
- C. The qualifications and experience of the respondent's management, supervisory, or other key personnel assigned to the engagement, with emphasis on municipal experience and the services required by this RFP.
- D. The overall ability of the respondent to mobilize, undertake, and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory, and other staff proposed by the respondent to perform the services required by this RFP; the availability and commitment to the engagement of the respondent's management, supervisory, and other staff proposed.
- E. Costs and fee schedules.
- F. Other criteria as deemed appropriate by Bellefonte Borough Council.

## **12. APPOINTMENT AND CONTRACT**

The Borough will select the respondent deemed most advantageous and negotiate a contract incorporating this RFP and the selected proposal. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected respondent's proposal, and any changes negotiated by the parties. No costs shall be incurred by the Borough from a respondent until a contract is approved and executed by Bellefonte Borough Council.

## **13. FILES**

Upon termination of the engagement, the Borough Solicitor shall return all Borough files and records, subject to applicable professional responsibility requirements.

## **14. EXCEPTIONS**

Any exceptions to this RFP must be clearly identified in the proposal.

## **15. QUESTIONS / CLARIFICATIONS**

Questions shall be submitted in writing to the Borough Manager by February 13, 2026, at 4:00 p.m. Responses to questions and requests for clarification shall be provided in writing to all recipients of the RFP by 4:00 p.m. on February 20, 2026.

## **16. AUTHORITY TO DISTRIBUTE RFP PACKAGES**

The Borough Manager's office is the sole entity authorized to distribute this RFP.

## **17. GENERAL PROVISIONS**

- A. Appointment. The Borough Council may appoint a Borough Solicitor for an indefinite term. The Borough Solicitor is not an official of the Borough, and shall hold no public office.
- B. Compensation. The compensation of the municipal Solicitor shall be as fixed by contract.
- C. Scope of Authority. All of the legal affairs of the Borough shall be under the general supervision of the Borough Solicitor. Except as otherwise provided by Borough Council, no official, Council member, or employee of the Borough may employ additional legal counsel without express authorization to do so from the Borough Council.
- D. Duties. The Borough Solicitor shall render such legal services as may be necessary or desirable for the best interests of the Borough of Bellefonte and shall, upon request, furnish the Borough Council and/or Manager with a written opinion upon any question of law submitted by any of them in their official capacity.
- E. Special Counsel. The Borough Council may specially employ legal counsel in connection with any legal matters involving the Borough of Bellefonte or any of its officials or employees as needed.
- F. Authorization to Release Records. The Authorization to Release Records attached to this RFP as Exhibit C must be completed and submitted. Failure to complete and submit this required sheet, which authorizes Disciplinary Counsel disclosure, shall be considered grounds for rejection of the tendered proposal.

**EXHIBIT A**  
**MINIMUM QUALIFICATIONS AND PREFERRED EXPERIENCE**

Candidates shall possess the following minimum qualifications and demonstrate proficiency and experience in the following competencies:

**1) Minimum Qualifications**

- a. Firm or Individual Qualifications. The respondent shall be a law firm or individual attorney licensed to practice law in the Commonwealth of Pennsylvania. If a firm, the firm shall demonstrate that it has attorneys with sufficient depth and experience to provide comprehensive municipal legal services.
- b. Municipal Law Experience. Demonstrated experience providing legal services to municipalities within the Commonwealth of Pennsylvania, including boroughs, townships, and/or cities.
- c. Core Areas of Knowledge and Expertise. The respondent shall demonstrate substantial knowledge, experience, and ability in Pennsylvania municipal law, including, but not limited to:
  - 1) The Pennsylvania Borough Code and other applicable Pennsylvania statutes, regulations, and case law;
  - 2) Advising elected and appointed officials, including experience with a Council–Manager form of government;
  - 3) Preparation, review, and interpretation of ordinances, resolutions, policies, contracts, intergovernmental agreements, and related municipal documents;
  - 4) Pennsylvania public sector employment and personnel matters, including civil service, collective bargaining, and employment-related litigation;
  - 5) Municipal litigation and tort claims, including representation before Courts of Common Pleas and the Commonwealth Court;
  - 6) Pennsylvania Sunshine Act, Right-to-Know Law, and governmental ethics requirements;
  - 7) Zoning, subdivision, land development, and related land use matters, including representation before zoning hearing boards and governing bodies;
  - 8) Real estate matters related to municipal operations, including acquisition, disposition, easements, and rights-of-way;
  - 9) Contract drafting and review, including procurement, construction contracts, professional services agreements, and risk allocation provisions; and
  - 10) Advising on risk management, insurance, indemnification, and liability issues associated with municipal operations and capital projects.

d. Advisory and Professional Responsibilities. These include, but are not limited to:

- 1) Ability to provide timely, practical legal advice to Borough Council, boards, commissions, and staff;
- 2) Ability to attend evening meetings and hearings as required; and
- 3) Demonstrated professionalism, responsiveness, and ability to work collaboratively with elected officials, staff, and the public.

2) Preferred Experience

- a. Experience coordinating with bond counsel on municipal borrowing and finance matters;
- b. Experience advising on reimbursement agreements and grants involving various agencies;
- c. Experience with tax collection, delinquent accounts, or municipal liens;
- d. Experience with environmental permitting or regulatory compliance; and
- e. Experience with construction claims, bid protests, or contract disputes.

**EXHIBIT B**  
**INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The Borough of Bellefonte requires the selected Borough Solicitor (“Solicitor”) to procure and maintain, at the Solicitor’s sole cost and expense, the insurance coverages set forth below for the duration of the engagement. All insurance shall be written by insurers licensed to do business in the Commonwealth of Pennsylvania with an A.M. Best rating of A- / VII or better.

#### A. Commercial General Liability Insurance.

Limits of Liability: \$1,000,000 per claim and \$2,000,000 in the aggregate.

The policy shall include prior acts coverage with a retroactive date no later than the commencement of services to the Borough. Upon termination of services, the Solicitor shall maintain coverage or purchase an extended reporting period ("tail") for a minimum of two (2) years, unless waived in writing by the Borough.

## B. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance shall be maintained in accordance with the statutory requirements of the Commonwealth of Pennsylvania.

### C. Automobile Liability.

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

#### D. Cyber Liability / Data Privacy Insurance.

Respondents shall maintain Cyber Liability and Data Privacy Insurance covering claims, damages, losses, and expenses arising out of unauthorized access to, or disclosure of, confidential or protected information in the Respondent's care, custody, or control, including electronic data related to the Borough.

Coverage shall include, as applicable:

- Data breach response and notification costs;
- Privacy liability;
- Network Security Liability
- Regulatory Defense and Penalties;
- Cyber Extortion and Ransomware Events.

Limit of Liability: Minimum of \$500,000 per claim and \$500,000 aggregate, provided on a firm-wide basis.

D. Certificates of Insurance. Certificates of Insurance evidencing the required coverages shall be provided prior to commencement of services and upon renewal. Certificates of Insurance shall name “Bellefonte Borough” as Certificate Holder/Additional Insured with the address of 301 North Spring Street, Bellefonte, PA 16823.

E. Additional Insurance. Any additional insurance requirements imposed by the Borough shall be commercially reasonable and consistent with industry standards for municipal legal services.

F. Indemnification (Limited and Negligence-Based). To the extent permitted by law, the Solicitor shall indemnify and hold harmless the Borough of Bellefonte, its elected and appointed officials, employees, and agents from and against claims, damages, losses, and expenses, including reasonable attorneys’ fees, but only to the extent caused by the negligent acts, errors, or omissions of the Solicitor in the performance of professional legal services under this engagement.

The Solicitor shall not be required to indemnify the Borough for claims arising out of:

- The Borough’s own negligent or wrongful acts or omissions;
- Legislative, quasi-legislative, judicial, or quasi-judicial decisions or actions of the Borough or its officials;
- Policy determinations, ordinances, resolutions, or discretionary acts of the Borough; or
- Actions taken by the Solicitor at the direction of the Borough, provided such direction was not clearly unlawful.

H. No Waiver of Immunities. Nothing herein shall be construed as a waiver of any immunities, defenses, or limitations of liability available to the Borough or the Solicitor under applicable law, including but not limited to the Pennsylvania Political Subdivision Tort Claims Act.

**EXHIBIT C**  
**AUTHORIZATION TO RELEASE RECORDS**

I do hereby provide to the Borough of Bellefonte written authorization for the release of any and all records, including, but not limited to, complaints, investigation reports, recommendations, and sanction actions pertaining to any complaints filed against the undersigned with the Office of the Disciplinary Counsel.

Name of Candidate: \_\_\_\_\_

Bar Registration Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_