



**City of Johnstown, Pennsylvania**

**REQUEST FOR PROPOSALS  
(RFP)**

**Professional Legal Services and  
Representation**

**City Solicitor**

Release date: October 23, 2023

**Responses due by: November 29, 2023**

## **Introduction**

The City of Johnstown, Pennsylvania, is seeking proposals from qualified Law Firms for professional legal services and representation related to the position of City Solicitor.

All costs incurred by proposing firms are considered by the City to be marketing costs required in order to select a firm to perform this work, and the City will not be reimbursing for any costs incurred.

## **Pre-Proposal Conference**

There will be no pre-proposal conference for this Request for Proposals.

## **Proposal Submission**

Proposals must be submitted in both hard copy and electronic form. A minimum of five (5) hard copy proposals is required. All requested information and supporting documents (in both hard copy and electronic form) are required to be submitted no later than 3:00 pm EDT on November 29, 2023. Proposals shall be submitted to the City Manager, Ethan Imhoff, via email at [eimhoff@cojtn.com](mailto:eimhoff@cojtn.com), and the Executive Assistant to the City Manager, Sara Williams, via email at [swilliams@cojtn.com](mailto:swilliams@cojtn.com). The mailing address for hard copies is: City Manager's Office, 401 Main Street, Johnstown, PA 15901. Hard copies may also be hand delivered at the same address, during regular business hours 8-4:30.

Proposals received after the date and time specified will not be considered.

## **Background Information**

The City of Johnstown is a Third Class City governed by home rule charter located in southwestern Pennsylvania. The City has a population of 18,411 (2020 Census). The City Council of the City of Johnstown appoints the City Solicitor. The duties and appointment process for the City Solicitor are contained within Title 6, Section 224 of the City's Administrative Code.

## **Scope of Work**

As specified in the City of Johnstown's Administrative Code, Title 6, Section 224, the duties of the City Solicitor shall be to:

- Serve as chief attorney for the City.
- Prepare and revise ordinances and resolutions as required by the City Manager, the Council or any committee thereof.
- Provide legal advice on any legal matter or question submitted by the City Manager or the Council.

- When a formal legal opinion is requested by Council or the City Manager, the same shall be in writing, citing legal precedent, if available.
- Attend Council meetings.
- Litigate all legal actions and claims brought by or against the City, except in those cases in which an insurance company provides counsel, or other legal counsel is retained.
- Approve for legality all contracts, agreements, fidelity bonds or other legal documents to be executed by authorized City officers.
- Advise the City Council and City Manager on the need for specialized counsel in legal matters involving the City.

The City Solicitor is expected to attend all regular City Council meetings which take place at 6:00 p.m. on the second Wednesday of each month.

### **General Requirements**

Providing legal advice by researching information and relevant case law; meeting with involved individuals to discuss appropriate action; and writing documented opinions. The handling of lawsuits, claims, and prosecutions by researching appropriate material; analyzing for use in presentations; discussing findings with witnesses; preparing statements for court; representing the City in court and conferring with associates concerning appropriate follow-up procedures. Filing legal pleadings by researching background data for use in presentations; analyzing hidden concepts; writing, reviewing, and editing documents for optimal proficiency; and filing report with court.

Dealing with negotiations by meeting with City individuals; researching appropriate and steps of action; providing opinion to the City; and convincing others of the City's alternative.

Attendance at meetings; listening to legal cases; taking applicable notes; providing feedback as needed; and advising others with accurate information and details as required. Represents City Council as requested.

Attendance at City Council legislative and committee meetings.

### **Release of Information**

The City will not release information submitted in response to this RFP during the evaluation process or prior to an engagement award. After all respondents have been notified of the engagement award, respondents' RFP responses will be considered public documents in their entirety. Only sections submitted that are marked "proprietary" and approved as such by the City's Solicitor will be redacted.

### **Records Retention and Confidentiality**

The successful Law Firm shall maintain all records for ten (10) years after final payment on the contract, or in accordance with the Municipal Records Manual (as amended March 28, 2019), and any and all other pending matters are closed. After the retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and/or hard copy, whenever the successful Law Firm decides to dispose of them. The successful Law Firm shall notify the City in writing prior to any disposal of documents related to this contract.

All reports, information, data, etc., furnished by the City to the proposing Law Firm shall remain confidential and shall not be released to any individual or organization without the prior written approval of the City.

### **Qualification Criteria**

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the Law Firm's ability to meet the legal needs specified in this proposal. To expedite the review process, please organize the information in the order listed below with the submission being concise. This evaluation for professional services is strictly for firm and personnel qualifications.

To be eligible to respond to this RFP, a certification by the respondent is required to each of the following requirements:

At least five (5) years of documented experience, with specific experience regarding municipal law and advising local government clients on legal matters.

Must have no conflict of interest in representing the City in the full capacity of the scope; and must carry a level of insurance, including deductible, to cover errors and omissions, improper judgment, or negligence appropriate for the magnitude of the engagement.

### **Availability of Staff**

Demonstration of minimum experience and legal competence of the Law Firm with respect to the type of legal services required by governmental/municipal entities. For any such experience, state the source and the length of the engagement.

The resources, capacity, and capability of the Law Firm to provide the legal services requested on an expedited basis, specifically a staffing plan and the professional qualifications of staff.

Demonstration of policies and procedures of the firm.

### **Subject Matter Experience**

Demonstration of experience and expertise in providing legal guidance to local municipalities and/or state governments.

Demonstration of experience in the practice of municipal law.

### **References**

Provide a list of references. The City is particularly interested in contacting your local governmental/municipal clients in the Commonwealth of Pennsylvania. At least three (3) contract references of comparable size and scope are required.

### **Compensation for Services**

Fee schedules shall include hourly rates of all personnel/staffing anticipated for this project and shall include the Law Firm's rate multiplier, if any. Additionally, firms must identify any fees and anticipated expenses applicable to the provision of services, if not included in the multiplier.

### **Pricing Structure**

THE PRICES PROPOSED WILL REMAIN FIRM FOR ACCEPTANCE WITHIN 180 CALENDAR DAYS AFTER THE RFP CLOSING DATE. The Fee Schedule shall include hourly rates of all staffing anticipated for this contract.

Additionally, respondents must identify any additional fees and anticipated expenses applicable to the provision of the services.

### **Term**

The contract for services shall be for a two (2) year term with the option of two (2) one (1) year extensions.

### **Questions Regarding Specifications or Proposal Process/Addendum**

To ensure fair consideration for all Law Firms, the City prohibits communication to or with any City elected official, department director, employee, or agent during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Johnstown. Any

and all questions shall be submitted no later than 2:00 pm EDT, on November 21, 2023.

Any and all such interpretation will be in the form of an Addendum to the RFP and will be posted on the City's website, [www.johnstownpa.gov](http://www.johnstownpa.gov).

**Please note that until the final Law Firm selection, negotiation, award, and contract execution, all contact with the City of Johnstown regarding this topic is to be directed to the City Manager's office. Failure to comply with this request will result in the disqualification of the firm for further consideration.**

### **Evaluation and Selection Process**

The City will employ a selection committee that includes legal and non-legal personnel. The goal of this RFP is to select the best suited Law Firm(s) using a quantitative ranking system and possibly followed by an interview of selected firm(s), if determined by the committee to be necessary. This process and the number of Law Firm(s) to be interviewed may be adjusted based upon the responses received, their evaluation, and the City's desires.

The City and its designated committee will evaluate all proposals, determine whether oral discussions with individuals, Law Firms, or organizations are necessary, and select the Law Firm best qualified to perform the scope of work. A qualification-based selection process will be used. Qualifications will outweigh all other considerations.

The evaluation will be based upon the following areas, in no particular order:

- Firm Qualifications and Experience
- Staff Qualifications and Experience
- Relevant Project References
- Project Team
- Responsiveness to RFP
- Price

The City may choose to conduct interviews with finalists after the initial review of proposals are received and deemed complete. If interviews are conducted, finalists will be contacted individually by the City Manager's office.

**During the entire selection process, the Respondents shall only contact the City Manager or his designee regarding details of the work to be performed.** This will minimize missed information and duplication of effort.

The City has the responsibility to negotiate the most favorable cost terms and conditions to the City. The City will begin negotiations with the highest ranked firm and develop a final work scope and refined compensation. The negotiating process may involve one (1) or more RFP responses and may continue until the award of the contract. All proposals

will become part of the official file on this matter without obligation to the City of Johnstown.

### **Preparation of Proposals**

Respondents are expected to examine any specifications, schedules or instructions included in the RFP package. Failure to do so will be at the respondent's risk. The respondent shall submit the requested information in a complete and concise manner within the page limitations listed.

Proposals are to be prepared simply, providing a straightforward and concise description of the successful firm's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content.

If erasures or other changes appear in the RFP response, each erasure or change must be initialed by the person signing the submittal.

Receipt of amendments or addenda by a respondent must be acknowledged by the responder and included in the proposal.

Ownership of all data, material, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Freedom of Information Act and Pennsylvania Right to Know Act. Trade secrets or proprietary information submitted shall not be subject to public disclosure; however, the respondent must invoke this protection in writing. The proprietary or trade secret material submitted must be identified. The classification of an entire proposal, line-item prices and/or total proposal prices as proprietary or trade secret is not acceptable and will result in rejection and return of proposal.

### **Modification or Withdrawal of RFPs**

An RFP that is in the possession of the City Manager's office may be amended by email transmission bearing the signature and name of the person authorized for bidding, provided said request is in writing and properly signed or by email and is received at least four (4) hours prior to the time and date of the RFP closing. The communication shall not reveal the RFP price but should indicate the addition, subtraction or other change(s) in the RFP proposal response.

An RFP that is in the possession of the City Manager's office may be withdrawn by the responding firm in person or by email provided said request is in writing and properly signed or by email and is received at least four (4) hours prior to the time and date set for the RFP closing.

### **Right to Reject Proposals**

Submission of a proposal indicates the acceptance by the respondent of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Johnstown and the successful respondent firm.

During the advertising process through the final respondent selection and contract execution by both parties, any contact by proposing firms with any City representative, other than the City Manager's office, concerning the RFP is prohibited. Any such unauthorized contact may cause the disqualification of the respondent from this procurement action.

The City of Johnstown reserves the right without prejudice to reject any or all proposals in whole or in part. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

The City will not pay for any information required in the RFP, nor is liable for any cost incurred by a respondent in responding to an RFP.

### **Disposition of Proposals**

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful firms.

### **Manner of Payment**

The successful firm will submit monthly invoices to the City of Johnstown before the payment of services. Those invoices shall be submitted to the Finance Department of the City of Johnstown. Upon receiving the requisite authorizations, the City of Johnstown will process the successful firm's invoices and forward payment by check. The City requires the firm to provide detailed monthly status reports by the 15th of each month that discuss the firm's activities throughout the prior calendar month. Invoices received for payment prior to the receipt of the monthly status report will not be processed until receipt of the report.

### **Contract Termination**

**The City shall have the right to terminate the contract or any part thereof before the work is completed in the event:**

- Previous unknown circumstances arise which make it desirable, in the best interest of the City, to void the contract.
- The firm does not adequately comply with the specifications of the RFP or of the



contract.

- The firm refuses, neglects, or fails to supply properly trained or skilled supervisory personnel, personnel, and/or subcontractors.
- The firm neglects to carry out the directions of the City.
- The firm in the judgment of the City is unnecessarily or willfully delaying the performance and the completion of the work.
- The firm refuses to proceed with work when and as directed by the City.
- The firm abandons the work.

### **Rights upon Termination of Contract**

Upon termination of the contract, the successful firm shall transfer, assign and make available to the City all property and materials in the firm's possession or subject to the firm's control that are the property of the City, subject to payment in full of amounts due to this contract.

Upon termination, the successful Consultant firm agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

### **Dissemination of Information**

During the term of the resulting contract, the successful firm may not release any information related to the services or performance of services under the contract, nor publish any reports, studies, or documents relating to the City of Johnstown, the account, or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account, or the contract by the firm or its agents or employees.

### **Ownership and Use**

The successful firm shall ensure, to the fullest extent possible under law, that the City shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by firm or at the firm's direction for the City pursuant to this contract and utilized by the City.

### **Indemnification**

Successful firm hereby undertakes to indemnify and hold the City harmless from all losses, costs, damages and fees arising out of or in any manner connected with the

successful firm's performance of this agreement. Indemnification as herein provided for will be incorporated into the contract with the successful firm.

## **Insurance**

The successful respondent shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the firm shall indemnify and hold harmless the City of Johnstown from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City.

The selected firm shall protect the City, its elected officials, agents, and employees, from any litigation involved in this contracted work. The firm's Liability Insurance Certificate shall include the hold harmless clause, name the City as an additional insured and shall be filed with the City of Johnstown. All subcontractors must also furnish copies of their liability insurance certificates to the City and said liability certificates shall name the City as an additional insured. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

## **Insurance Limits Requirements**

The City requires the following insurances and limits as a minimum for a firm being considered for this project. The detailed listing of current insurance coverage in place by type as well as a listing of places where additional insurance or coverage modification is required based upon this project's insurance requirements is to be included in the proposal. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Due to the nature and the scope of the project, the City of Johnstown also requests a copy of the Professional Liability policy to review. Requisite insurances and limits are as follows:

- Professional Liability - in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Umbrella/Excess Liability - with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate following from underlying liability coverage.
- Worker's Compensation - Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the City.
- Comprehensive General Liability - for bodily injury and property damage -

including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

- Business Automobile Liability - For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.
- Employer's Liability - with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease - Each Employee; and \$500,000 Disease - Policy Limit.

Prior to commencement of performance under this proposal and any future executed contract, the selected Consultant firm shall furnish to the City of Johnstown a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Johnstown, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City of Johnstown. Such certificate shall be issued to: City of Johnstown, 401 Main Street, Johnstown, PA 15901. Please forward a certificate of insurance verifying these insurance requirements.

## **Taxes**

The City of Johnstown is tax exempt. Tax exemption certificates will be issued to the successful firm upon request.

The successful firm will be responsible for remitting all Federal, State and Local taxes or contributions imposed or required under Unemployment Insurance, Social Security and income tax laws under the Workers' Compensation Law with respect to this contract.

## **Observance of Laws, Ordinances, and Regulations**

The successful firm shall keep fully informed on all federal, state and local laws, regulations, and all orders and decrees of bodies having any jurisdiction or authority which in any matter affect those engaged or employed on the work or which in any way affect the conduct of the work. The successful firm shall at all times during the terms of this contract observe and comply with all such laws, ordinances, regulations, orders, and decrees in force at the time of the award. The successful firm shall protect and indemnify the City of Johnstown and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, orders or decrees whether by the firm or the firm's employee. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the successful firm for any of the above reasons.

## **NON-COLLUSION AFFIDAVIT**

### **Instructions for Non-Collusion Affidavit**

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit 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 proposer with responsibilities for the preparation, approval, or submission of the bid.

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.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of the Proposer that has  
(Owner, Partner, Officer, Representative or Agent)

submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Johnstown or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Johnstown, which the Proposer will be required to perform

I state that \_\_\_\_\_ understands  
(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of Johnstown in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Johnstown of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
My Commission Expires: Notary Public

## NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

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NAME

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SIGNATURE

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TITLE

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COMPANY

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DATE

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF JOHNSTOWN**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Johnstown (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

\_\_\_\_\_

NAME

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE

\_\_\_\_\_

ATTEST SIGNATURE

\_\_\_\_\_

ATTEST NAME