



REQUEST FOR PROPOSAL

Attorney Services

REQUEST FOR PROPOSAL DATE: April 1, 2019

PROPOSALS DUE NLT: 3:00pm local time, May 3, 2019

RFP # 2-2019

1. General Information:

A. Overview: The Pueblo City-County Library District, herein after “PCCLD,” is soliciting proposals from qualified attorneys and law firms to provide general legal counsel for PCCLD. Additional information regarding the scope of this engagement is described below in section 8 “Scope of Work.”

B. RFP Schedule:

RFP issued:	April 1, 2019
Questions Due by 3:00 pm:	April 22, 2019
Proposals due by 3:00 pm:	May 3, 2019
Interviews with selected firms (at PCCLD’s discretion):	May 22-31, 2019
Anticipated contract award date	June 28, 2019
Services to commence	July 1, 2019

C. RFP Submittal: Proposals are to be submitted in sealed envelopes, clearly identified with the RFP number and title, with all attachments, no later than 3:00 pm local time on May 3, 2019 to:

Sherri Baca
Pueblo City-County Library District
Attn: Finance Department
100 East Abriendo Ave.
Pueblo, CO. 81004

Each complete submission is to include a signed original with all required attachments; three complete copies; and one digital version copied onto either a CD or USB and included with the hard copies. All proposals are to be created using a recent version of Microsoft Office Word and/or .pdf file. Proposals delivered after the above required date and time will be received, but will not be considered and will be rejected for lateness.

All proposals submitted will become property of the PCCLD and will be considered a public document under applicable Colorado State law.

D. Points of Contact: Questions and requests for clarification regarding this RFP must be addressed via email by 3 pm April 22, 2019 to:

Email address: jon.walker@pueblolibrary.org
Jon Walker, Executive Director
Pueblo City-County Library District

Questions and requests for clarifications should include the RFP number and RFP title plus the words “question” and/or “clarification” in the subject area of the email.

Questions and requests without this subject identification may be considered routine emails, and may not be properly addressed.

All questions and requests for clarification will be responded to on PCCLD's web site <http://www.pueblolibrary.org/about/requests>. Any responses by PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

2. General Terms & Conditions:

- A. Interested Parties:** All interested attorneys/law firms are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- B. Tax Exemption:** PCCLD, as a local government entity, is exempt from sales and use taxes. Proposers shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the award, an exemption certificate will be furnished by PCCLD if the attorney/law firm requests.
- C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by attorneys/law firms in the preparation and submission of proposals in response to this invitation.
- D. Non-Discrimination:** The attorney/law firm agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- E. Governing Law:** The laws of the State of Colorado shall govern any agreement executed between the successful attorney/law firm and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.
- F. Confidentiality:** Proposals submitted to PCCLD for consideration shall be considered the property of PCCLD and subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S.

G. Confidentiality of Information: The attorney/law firm acknowledges that the attorney/law firm will, or may, be making use of, acquiring or adding to information about certain matters and things that are confidential to PCCLD, and is the exclusive property of PCCLD, including, but not limited to legal documents and contracts, personnel and financial information, purchasing and internal cost information, operational manuals, IT schema and passwords, and other proprietary manners and methods of PCCLD's business and operations. The attorney/law firm affirms to respect these confidential matters and only divulge these to others with the express written permission of authorized representatives of PCCLD.

3. Proposal Preparation:

A. Exceptions and Deviations: Any exceptions to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submittal. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the attorney/law firm.

B. Substantive Proposals: By submitting a proposal, the attorney/law firm guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other attorney/law firm or over PCCLD.

C. Minimum Qualifications: To be considered for selection, attorneys/law firms must meet at least the following minimum qualifications:

- (1) Established Business. Attorneys/law firms must be currently licensed to practice law in Colorado. The attorney/law firm must have possessed a law license for a minimum of five years prior to the release date of this RFP and be in good standing with the Colorado Bar Association.
- (2) Customer Satisfaction, Financial Resources and Ability to Perform. Attorney/law firm must be able to show proof that they have an established satisfactory record and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services to be performed per this RFP.
- (3) Legal Compliance. Attorney/law firm must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.
- (4) Insurance. The attorney/law firm shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The attorney/law firm will not be relieved of any liability,

claims, or other obligations in conjunction with the signed agreement with PCCLD by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the attorney/law firm to obtain such insurance and liabilities prior to, and during the term of the contract, will constitute a breach in which PCCLD has the right and may immediately terminate the engagement. PCCLD reserves the right to request and receive a copy of any policy related to services provided to PCCLD.

- (a) *Commercial General Liability:* The attorney/law firm shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the attorney/law firm with respect to all work performed by attorney/law firm and its third party attorney/law firms under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1 million for each occurrence and aggregate for personal injury including death and bodily injury and \$1 million for each occurrence and aggregate for property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage's, as well as Owners' and attorney/law firms' Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by attorney/law firm under the provisions of the contract and "Completed Operations and Projects Liability" coverage.
- (b) *Workers Compensation Insurance:* The attorney/law firm shall procure and maintain Workers Compensation Insurance, fully complying with the provisions of the Worker's Compensation Act of the State of Colorado, during the period of this contract and for such additional time as work on this project is being performed.

D. Submission Information and Documents: The following information and documents shall be included in the proposal submission:

- (1) Name of proposer, address, telephone number, facsimile number, email address, website URL, and contact person's name.
- (2) Attorney/law firm awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

E. Signatures: The proposal must be submitted in ink, signed by a person qualified to bind the proposer.

F. Withdrawal of Proposal: A proposer may withdraw its proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no attorney/law firm may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

4. Selection:

A. Attorney/law firm Selection: No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum attorney/law firm qualifications as outlined in this RFP. The proposals will be ranked based on the ability of the proposing attorney/law firm to provide the best, lowest cost services. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

B. Negotiation: Subsequent to the Proposal due date, PCCLD reserves the right to negotiate terms and conditions with attorney/law firms. PCCLD reserves the right to negotiate modifications to a proposal with a single attorney/law firm without obligation to negotiate similar modifications with other attorney/law firms.

5. Key Personnel: PCCLD prefers a single account relationship manager. In the attorney/law firm's proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of personnel.

6. Competitive Position: Describe what differentiates the attorney/law firm's service from that of other competitors. Include in the discussion how the attorney/law firm keeps abreast of current and future trends. Discuss the attorney/law firm's approach to communication.

7. References: Provide references from at least three (3) clients to which the attorney/law firm has provided the services required under this RFP. These should be recent customers with needs comparable to those of PCCLD. Select a mix of long-standing and new customers. Library district or other governmental references are preferred. References should include a contact name and phone number and address of reference.

8. Scope of Work: PCCLD seeks general legal counsel. PCCLD intends to engage an attorney or law firm for these services. This work will involve legal services related to PCCLD operations, facilities, finance, human resources, IT, governance, policies, crisis management, compliance reporting, management, and public policy; and also involves notifications to PCCLD of changes or updates in law that impact PCCLD operations. The law firm/attorney should be able to demonstrate experience with Colorado law as it relates to PCCLD to include, but not limited to, CORA and the Sunshine Act, Colorado Urban Renewal Law, Colorado Library Law, Special District Law, local government law, and other pertinent local, state, and federal laws and ordinances. The attorney/law firm should be able to demonstrate experience with

Robert's Rules of Order. This work will involve legal counsel for the PCCLD and its Board of Trustees. This engagement is to be "at will" such that at any given time either PCCLD or the attorney/law firm can terminate the working relationship for any reason. The working relationship will be reviewed annually. Additional terms of the engagement include attendance at PCCLD Board of Trustee meetings and allowance for telephone consultation. PCCLD Board of Trustees typically meet a minimum of 24 times per year for regular meetings and work sessions plus occasional special meetings. President of the PCCLD Board of Trustees and/or the PCCLD Executive Director or his/her designee will be authorized to request legal work on matters pertaining to PCCLD and/or the PCCLD Board of Trustees. All work products created under this engagement on behalf of PCCLD and/or its Board of Trustees by the attorney/law firm shall be considered the property of PCCLD.

9. Proposal Requirements

- A.** Describe your qualifications and experience in providing legal counsel for similar institutions and similar circumstances.
- B.** Describe your firm's approach to providing services to PCCLD as described in the "Scope of Work" and elsewhere in this RFP.
- C.** Provide a sample engagement document to include costs to PCCLD for the services as proposed.

10. Evaluation and Selection

PCCLD will review proposals submitted by the RFP deadline and select a winning firm. PCCLD reserves the right to interview a short list of proposing firms. PCCLD will negotiate a contract with the selected firm. PCCLD will select the proposed services and terms that are most advantageous to it.

11. Right of Acceptance and Rejection

PCCLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.