



## REQUEST FOR PROPOSAL

### Attorney Services

REQUEST FOR PROPOSAL DATE: **Date**

PROPOSALS DUE NLT: **Date**

RFP # **Number**

## 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:	Date issued
Questions Due by 3:00 pm:	3 weeks later
Proposals due by 3:00 pm:	5-6 weeks

**C. RFP Submittal:** Proposals are to be submitted via email. The email should be clearly identified with the RFP number and RFP title in the subject line of the email. The email should include all relevant attachments. Submittals without this subject identification may be considered routine emails, and may not be properly processed. Submittals to this RFP must be received no later than 3:00pm local time on date proposal is due to:

Email address: sherri.baca@pueblolibrary.org  
Sherri Baca, Chief Finance Officer  
Pueblo City-County Library District

Each complete submission is to be submitted using a recent version of Microsoft Office Word and/or .pdf compatible file. Proposals delivered after the above required date and time will be received, but PCCLD reserves the right to not consider a submittal past the due date/time.

**D. Points of Contact:** Questions and requests for clarification regarding this RFP must be addressed via email by 3 pm date of questions due 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> to all respondents by due date. 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. Non-Appropriation:** PCCLD presently intends to carry out and perform all of the terms and conditions of an awarded agreement, and reasonably believes that funds in amounts sufficient to pay all amounts payable hereunder can legally be provided and made available for that purpose, and PCCLD shall include in its annual budget request amounts sufficient to pay all sums payable pursuant to an awarded contract. Notwithstanding the foregoing, the parties hereto recognize that it is possible that in any given fiscal year PCCLD funds might not be available. PCCLD shall have the right to cancel any awarded agreement at the

end of any calendar year during the term hereof that governmental funding from Pueblo County, Colorado is not granted for the subsequent calendar year. PCCLD shall advise attorney/law firm of its intention to cancel the agreement due to lack of funds on or before the end of any such calendar year and submit therewith to attorney/law firm satisfactory evidence showing PCCLD's inability to obtain the required revenues for the coming calendar year. Upon such cancellation PCCLD shall be released from all further liability under any agreement. The right granted to PCCLD by this provision may only be exercised for the express reason stated and for no other reason.

- H. 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 firms 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.
  - (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 contact, 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 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. 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.

**C. 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. 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 periodic 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. PCCLD Executive Director and/or President of the PCCLD Board of Trustees 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.

## **9. Evaluation and Selection**

PCCLD will review proposals submitted by the RFP deadline and selecting 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.

## **10. 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.