

**REQUEST FOR PROPOSAL  
for  
Legal Services  
for the  
GARFIELD COUNTY PUBLIC  
LIBRARY DISTRICT  
Rifle, CO  
(RFP #21-001)**

Garfield County Public Library District (GCPLD) invites qualified firm to submit a response to a Request for Proposal for legal services.

Qualified companies must be licensed in the State of Colorado, and must have verifiable Colorado experience in municipal, non-profit and tax-exempt organizations, real estate, government grants and contracts, labor and employment and general business operations.

Proposal deadline is 2:00 pm on March 4, 2021.

**Purpose:** The scope of this RFP is to contract for legal services provided to GCPLD for the three (3) year period beginning June 7, 2021 and ending May 31, 2024.

**I. Terms & Conditions**

**A. General Terms & Conditions:**

1. **Interested Parties:** All interested companies are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at:

<https://www.gcpld.org/rfps>

No e-mailed or faxed bids will be accepted.

2. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFP must be addressed, in writing, email or by phone, to **Jaimie Schauf, Assistant to the Director**, Garfield County Public Library District, 207 East Ave, Rifle, CO 81650, [jschauf@gcpld.org](mailto:jschauf@gcpld.org) or 970-625-4270. Questions and requests for clarifications may be sent via email, provided that the RFP number, Title, and the words “question” and/or “clarification” are identified in the Subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not get properly addressed. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

All questions and requests for clarification will be responded to either in writing or by email to the originator, and all responses to questions will be posted periodically to the GCPLD website. Any responses by GCPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be provided by written addendum to this RFP, and they will be posted to the GCPLD website. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless a formal written Addenda is prepared and posted to the GCPLD website.

Jaimie Schauf, Assistant to the Director is considered the **sole point of contact** with regard to this RFP. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

3. **Tax Exemption:** GCPLD, as a local government entity, is exempt from sales and use taxes.
4. **Expenses:** GCPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
5. **Conflict of Interest:** Any contractual relationship with any GCPLD personnel in the twelve (12) months preceding the distribution of their RFP, or any similar or potential conflicts of interest, may, at the sole discretion of GCPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.
6. **Non-Discrimination:** The Firm agrees not to refuse to hire, discharge, promote, demote, or 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.

- 7. **Insurance and License Requirements:** GCPLD requires the successful Firm to provide evidence of errors and omissions (E&O) coverage of not less than five million dollars (\$5,000,000). Such insurance shall extend to any covered act, error or omission in the performance of services under a contract with GCPLD committed, or alleged to have been committed, by the Firm or any person for whom the Firm is responsible. The certificates of insurance shall be issued by a corporation licensed or authorized by the Colorado Department of Regulatory Agencies Division of Insurance to do business in Colorado. If a proposer is self-insured for said coverage, that proposer shall use Addendum B.II.f. to outline the specifics of its self-insured coverage to include evidence (e.g., statement updated to disclose loss contingencies, etc.) which reasonably establishes that it has assets to cover the amount self-insured. GCPLD reserves the right to require, from any proposer representing that it is self-insured, additional information or documentation that substantiates such claim, and may reject as unqualified, any proposal, which in the reasonable judgment of GCPLD, cannot document sufficient assets to support the amount of self-insurance claimed.
- 8. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and GCPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Garfield, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Garfield County, Colorado.

9. **RFP Schedule:**

RFP Released	Feb 12, 2021
Questions Due	Feb 23, 2021
RFP Due at 2:00 pm	March 4, 2021
Interviews	March 29-April 2, 2021
Reference Checks	April 5, 2021
Bid awarded and vendor notification	on or about April 12, 2021
Board introductions	May 6, 2021
Services commence	June 7, 2021

**B. Proposal Preparation:**

- 1. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) 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 proposer or over GCPLD.
- 2. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless GCPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of GCPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless GCPLD, its officers, agents, and employees, from and against any and all

claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith.

3. **Date Schedule:** By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the services calendar.
4. **Continuity:** By submitting a proposal, the proposer will make its best efforts to ensure that the key team member(s) remain assigned to GCPLD account for the duration of contract. Any changes to the staffing of this engagement must be discussed up front with GCPLD personnel.
5. **Submission Information and Documents:** The proposal must be comprehensive and address all elements requested in *Section II. Scope of Services and Section III. Proposal Requirements*. To assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:

Addendum B - *PROPOSAL COVER SHEET*,

Addendum C - *CHECKLIST AND QUESTIONNAIRE*

Addendum D – *IMMIGRATION CLAUSE FOR CONTRACTS*.

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP, (2) are capable of performing quality work to achieve GCPLD's objectives.

6. **Signatures:** The proposal must be submitted in ink, signed by an officer of the proposing Firm.
7. **Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal 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.
8. **Proposal Submissions:** Proposals are to be submitted in sealed envelopes, identified with the proposal number and title, on the forms provided herein, with all attachments, no later than 2:00 PM Mountain Daylight Time on March 4, 2021, to:

Ms. Jaimie Schauf  
Assistant to the Director  
Garfield County Public Library District  
207 East Ave.  
Rifle, CO 81650

A complete submission includes the signed original with all the attachments, five (5) complete copies and one electronic copy. Proposals delivered after that time may be received and read, but will be rejected for lateness.

9. **Confidentiality:** All materials submitted in response to this RFP become the property of GCPLD, upon delivery, and are to be appended to any formal documentation that would further define or expand any resulting contract.

Proposals are public information. If proprietary information is needed to support your proposal, it must be packaged separately and labeled "CONFIDENTIAL." Such labeled items will be returned at the end of the selection period.

**C. Selection:**

1. **Firm Selection:** GCPLD intends to select only one firm.
2. **Right of Acceptance and Rejection:** GCPLD 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 GCPLD. GCPLD is not bound to accept the lowest priced proposal.
3. **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this committee will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
  - a. Adequacy, completeness and responsiveness of the proposal
  - b. Qualifications and experience of the firms submitting proposals
  - c. Nature of services offered
  - d. Pricing
  - e. Interviews, if conducted
  - f. Any other items deemed in the best interests of GCPLD.

**D. Contract Formation:**

1. **Agreement in Writing:** The successful firm must enter into a written contract with GCPLD.
2. **Period of Performance: The initial term of the contract will cover the period June 7, 2021 – May 31, 2024, with annual renewals not to exceed a total term of three (3) years.**  
If, in GCPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, GCPLD reserves the right to rescind the award and select another contractor.
3. **Amendments to Contract(s):** Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties. No amendment shall be effective unless approved by GCPLD.
4. **Termination:** Either party may terminate the contract without cause by giving written notice thirty (30) days in advance of termination.

In the event of termination pursuant to this section, the sole compensation to the Contractor will be for any unpaid portion of services performed or delivered at the date of termination.

This agreement will automatically terminate on the occurrence of any of the following events: bankruptcy or insolvency of either party, sale of the business of either party, failure to comply with federal, state or local laws, regulations or requirements, or by no later than May 31, 2024.

To the fullest extent permitted by the law, the Firm will agree to protect, indemnify, defend and hold GCPLD entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs, and charges, which shall survive the terms of this agreement.

**Section II - Scope of Services**

1. The Firm shall be readily available to perform the following legal services, as requested by the Board of Trustees, Executive Director, and senior management:
  - a. Review, draft, and negotiate contracts and leases
  - b. Advise on municipal, corporate and tax-exempt organization legal issues
  - c. Advise on intellectual property issues
  - d. Advise on individual labor and employment matters
  - e. Review personnel, fiscal, and other policies, as well as corporate by-laws
  - f. Attend Board of Trustees and Committee meetings, as necessary
  - g. Advise on government grant and contract issues
  - h. Advise on responses to subpoenas, court orders, requests for information from third parties
  - i. Defend lawsuits, administrative claims, or other legal claims
  - j. Conduct litigation as necessary
  - k. Other legal services as needed
  
2. The Firm shall be prepared to submit detailed billing statements for all services billed at an hourly rate, if any, broken down into time increments of no more than a quarter hour. The Firm shall also include summaries of work performed and time spent on services performed under the flat monthly fee, as discussed below.

**III. Proposal Requirements**

Refer to Addendum C for a checklist of items that require a written response as part of your proposal.

**ADDENDUM A  
GARFIELD COUNTY PUBLIC LIBRARY DISTRICT  
REQUEST FOR PROPOSAL FOR  
Legal Services  
GCPLD Background**

GCPLD is considered to be a “Library District” which is a separate legal government entity. GCPLD has one component unit affiliation: the Garfield County Public Library Foundation Inc. which was organized in 1997 to raise funds for the sole benefit of GCPLD.

GCPLD is a nationally recognized system of public libraries serving a population of more than 60,000 in Garfield County, Colorado. GCPLD's six facilities and online resources make it a vital force for individual and community transformation. GCPLD has an employee base of over 80 full and part-time staff. It strives to reach all members of the community, providing free and equitable access to information and an avenue for personal and community enrichment. GCPLD is recognized for its commitment to diversity and community collaboration, its quality events, and its excellent customer service.

GCPLD is headquartered in Rifle, CO, with a nearly 3,000 square mile service area in Garfield County, including all unincorporated areas and cities of Carbondale, Glenwood Springs, New Castle, Silt, Rifle, and Parachute. A listing of all six library facilities, hours and locations can be found by clicking on the Library Branches link on our website homepage, [www.GCPLD.org](http://www.GCPLD.org). All Six of the listed facilities are owned by GCPLD.

**ADDENDUM B  
REQUEST FOR PROPOSAL FOR  
Legal Services  
PROPOSAL COVER SHEET**

**I. GENERAL INFORMATION**

- 1. **FIRM NAME** \_\_\_\_\_
- 2. **ADDRESS** \_\_\_\_\_  
\_\_\_\_\_
- 3. **PHONE** \_\_\_\_\_
- 4. **FAX** \_\_\_\_\_
- 5. **E-MAIL AND WEBSITE** \_\_\_\_\_
- 6. **CONTACT** \_\_\_\_\_

**II. STATEMENT OF MINIMUM QUALIFICATION**

I, \_\_\_\_\_ (printed name) hereby

declare that I am the \_\_\_\_\_ (title) of

\_\_\_\_\_ (Name of firm) submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above-named firm. All information set forth in this profile and declaration and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Firm has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Firm understands all instructions, requirements, specifications, and terms and conditions of the RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of the RFP.



- b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for GCPLD’s acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. \_\_\_\_\_ The Firm is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.
- e. \_\_\_\_\_ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by GCPLD as part of the evaluation.
- f. \_\_\_\_\_ The Firm carries all required insurance and licenses as outlined in Section I.A.7. of this RFP and will provide certificates of insurance if selected as the successful proposer and before the contract period commences. If self-insured for the required coverages, a full description of the proposing Firm’s self-insurance program is attached to this proposal.
- g. \_\_\_\_\_ The Firm is registered in the State of Colorado. A copy of registration is attached.
- h. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our Firm in the past 5 years except as listed below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- j. \_\_\_\_\_ The Firm is aware of Colorado’s Immigration/illegal alien laws pertaining to public contracts. Addendum D (Colorado Statutes 8-17.5 – 102) is signed and attached.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ADDENDUM C  
REQUEST FOR PROPOSAL FOR  
Legal Services  
CHECKLIST and QUESTIONNAIRE**

**A – Firm, Team and Resources**

1. Provide a brief overview of your firm’s history, including details of any parent company, subsidiary and or associated organization (where applicable), its key differentiators, scope of services, and years in business.
2. Please provide your 2019 financial report, and any other evidence to assure GCPLD of your financial solvency. Discuss any impending changes in your organization that could impact the delivery of services.
3. Please describe any way in which your organization has participated with GCPLD or could participate in support of our mission. What makes your firm uniquely qualified to work on our account?
4. Describe your firm’s philanthropic and community outreach efforts. How do you feel as though your firm’s mission statement and core values reflect your commitment to the communities you serve?
5. Please identify your proposed service team and supporting personnel (where applicable) who would service the GCPLD account, including professional qualifications and educational backgrounds of the account executive and key support personnel and a brief statement outlining their past experiences and expertise that specifically will benefit GCPLD warranting their assignment to this account.
6. Please provide three current references for similarly-situated organizations with respect to size and complexity. For each reference please include: (1) length of the servicing relationship with your firm and (2) reference contact name, title and phone number.

**B – Legal Services**

1. Please describe your legal expertise, particularly in the public entity and non-profit sectors.
2. As part of the information to be provided above, please describe your organization, size structure, areas of practice, and office locations.
3. Please describe the qualifications of attorneys to be assigned to our account. Descriptions should include:
  - a. Professional and educational background of each attorney
  - b. Overall supervision to be exercised
  - c. Prior experience of the individual attorneys with respect to the required experience listed above. Include only resumes of attorneys likely to be assigned to the account. Education,

- position in firm, years and types of experience, and continuing professional education will be considered.
4. Please provide your proposed price to include information on the hourly billing rates for each attorney and other legal staff who are expected to work on this account and charges for expenses, if any, such as legal research, copies, faxes, and courier charges. Also include a monthly flat fee that would be charged to advise GCPLD on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. GCPLD reserves the right to negotiate with the firm on the structure of the billing and/or retainer fee.

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Signature

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Date

**ADDENDUM D  
REQUEST FOR PROPOSAL FOR  
Legal Services  
IMMIGRATION CLAUSE FOR CONTRACTS**

*Pursuant to Colorado Revised Statutes Section 8-17.5-102, GCPLD (“GCPLD”) shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract.*

*Accordingly, Contractor agrees that it shall not:*

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

Enter into a contract with a subcontractor for work under this Agreement that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

*Further, Contractor agrees that it shall comply with the following:*

Contractor has verified or attempted to verify through participation in the Basic Pilot Employment Verification Program (the “Basic Pilot program”) of the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, that Contractor shall apply to participate in the Basic Pilot Program every three months until Contractor is accepted or the services under this Agreement have been completed, whichever is earlier. This requirement shall terminate if the Basic Pilot Program is discontinued.

Contractor shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the services under this Agreement are being performed.

Should Contractor obtain actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

Notify the subcontractor and GCPLD within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the subcontract with the subcontractor if within three days of receiving the notice pursuant to Paragraph 1(b)(iii)(1) the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department may undertake pursuant to its authority under Colorado Revised Statutes Section 8-17.5-102(5).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date