



**REQUEST FOR PROPOSAL
For
Legal Services**

**PIKES PEAK LIBRARY DISTRICT
Colorado Springs, CO**

RFP # 530-26-01-DIST

The Pikes Peak Library District (PPLD) invites qualified firms with the qualifications as stated herein, and are licensed in the State of Colorado, to submit a response to a Request for Proposal (RFP) for PPLD.

Proposal deadline is 2 p.m. MDT on Friday, April 3, 2026

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1. Terms & Conditions

Purpose: PPLD is seeking proposals from firms for legal services. Qualified firms must be licensed in the State of Colorado, maintain a permanent office in Colorado Springs, 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.

Firms must be able to certify they have the capabilities and resources to provide all services outlined in the scope of work for this project.

The anticipated start date is June 1, 2026.

Interested Parties: All interested firms that have the qualifications as stated herein and are licensed to operate within El Paso County and the State of Colorado, 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: <http://ppld.org/request-for-proposals>.

Sole Point of Contact: Questions and requests for clarification must be sent via e-mail to Kim Hoggatt, Chief Financial Officer, at khoggatt@ppld.org and Cc: Lindsay Sosa, Finance & Procurement Generalist, lsosa@ppld.org. Please include the RFP number, title, and words "question" and/or "clarification" in the subject line of the e-mail.

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

All answers to questions and requests for clarification will be posted on the PPLD website: <http://ppld.org/request-for-proposals>.

Any PPLD response that is considered to be a change in terms, conditions, and specifications of this RFP will be published as an addendum. No communications of any kind may be considered as a change to the terms, conditions, and specifications in this RFP unless posted as a formal addendum on the link above.

Equal Opportunity: The firm agrees not to refuse to hire, discharge, promote, or demote, nor 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.

Expenses: PPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.

Conflict of Interest: Any contractual relationship with any PPLD personnel in the twelve (12) months preceding the distribution of this RFP, or any similar or potential conflicts of interest, may, at the sole discretion of PPLD, be grounds for rejection of the proposal and/or termination of any contract awarded.

Independent Contractor: The firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be, and remain at all times, employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of PPLD for any purpose.

Immigration Clause: The firm is aware of Colorado’s Immigration /Illegal alien laws pertained to public contracts. Addendum C - Immigration Clause for Contracts (Colorado Statute 8-17.5-102) must be signed and attached.

General Requirements: PPLD reserves the right to amend this RFP up to seven (7) business days prior to the date set for receipt of proposals. In addition, PPLD may extend deadlines or withdraw this RFP at any time prior to an award.

Tax Exemption: PPLD, as a local government entity, is exempt from sales and use taxes. Firms will inform all prospective subcontractors and suppliers, as necessary, from whom they expect to obtain services or supplies of the tax-exempt status of PPLD. Following the contract award, PPLD will furnish tax exemption certificate(s) to the firm.

Governing Law: The laws of the State of Colorado shall govern any contract executed between the successful proposer and PPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, 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, El Paso County, Colorado.

RFP Schedule:

RFP released.....	Friday, March 13, 2026
Deadline for final questions.....	Friday, March 20, 2026
Deadline to return answered questions.....	Tuesday, March 24, 2026
Proposals due.....	Friday, April 3, 2026 at 2:00pm
Board Review and Decision	Wednesday, April 15, 2026
Award Notification	on or about Monday, April 20, 2026

2. Proposal Submission, Selection, and Contract Formation

2.1. Proposal Submission

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, vendor, 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, vendor, or corporation from proposing; (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over PPLD.

Submission Information and Documents: The proposal must be comprehensive and address all RFP 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 A - Proposal Cover Sheet
- Addendum B - Checklist, Questionnaire, and Pricing

Vendors are requested to submit a response for each numbered or lettered item of Addendum B, The response must be in the same format and sequence as in the RFP. The response must include description, schedules, when required, and any additional clarifying information, such as appendices, charts, diagrams, etc..

- Addendum C - Immigration Clause for Contracts
- List of exceptions or deviations (if any)

Signatures: The proposal must be signed by an officer of the proposing firm.

Exceptions and Deviations: Any exception to or deviations from these Terms & Conditions must be identified, in writing, on an attachment to the proposal submission. PPLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the proposer.

Integration with Contract: The winning proposal will be included and integrated into the final contract documents.

Proposal Submission: Proposals are to be submitted in sealed envelopes, identified with the proposal number and title with all attachments. See the Schedule of Events for due dates. firms must submit four (4) hard copies and soft copy (i.e., flash drive, magnetic media, etc.) of the Proposal to:

Pikes Peak Library District
Attn: Kim Hoggatt
Finance Office
RFP# 530-26-01-DIST
1175 Chapel Hills Drive
Colorado Springs, CO 80920

Additional Copies may be requested by PPLD. PPLD is not liable for any cost incurred by prospective respondents prior to the issuance of contract(s).

The deadline is firm, proposals delivered after that will be received but will be rejected for being late.

A complete submission includes all required components, as stated in this document.

Duration of Proposal Offer: Price offers are irrevocable for 90 days following the proposal due date. Once a proposal is accepted, all prices, terms and conditions will remain unchanged throughout the contract period unless specifically agreed otherwise by both PPLD and the successful firm through documented change orders.

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.

Information to Vendors: No proposal shall be accepted from and no contract will be awarded to any person, vendor, firm, or corporation that is deemed irresponsible or unreliable by PPLD. If requested, firms will submit satisfactory evidence that they have a practical knowledge of the service bid upon and that they have the necessary financial resources to provide the proposed service called for as described in this Request for Proposal.

PPLD reserves the right to investigate and confirm the firm's financial stability. This may include reviewing financial statements, checking bank reference, and interviewing past contractors, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

Confidentiality: All materials submitted in response to this RFP become the property of PPLD, upon delivery. Proposals are public information. If a firm submits proprietary information, the vendor will label each proprietary page as "CONFIDENTIAL" and submit in a separate package so PPLD will not release any information marked as Confidential.

Subcontracting: The firm must be responsible for the performance of all of its sub-contractors, sub-sub-contractors, and consultants. The use of specific sub-contractors and consultants is subject to the approval of PPLD. The firm is responsible for ensuring that all sub-contractors and consultants comply with all the terms of the firm's contract with PPLD.

If the firm uses subsidiary companies, explain their role and how they will be involved in this project.

Insurance Requirements:

PPLD 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 PPLD 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 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. PPLD 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 PPLD, cannot document sufficient assets to support the amount of self-insurance claimed.

Indemnification: The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless PPLD, 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 PPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless PPLD, 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, including operations or performance of subcontractors and suppliers and acts or omissions of officers, employees, or agents of the Contractor or its subcontractors or suppliers.

Schedule: By submitting a proposal, the proposer guarantees that it will be able to comply with the overall schedule.

Continuity: By submitting a proposal, the proposer will make its best efforts to ensure that the key team member(s) remain assigned to the PPLD's project for the duration of contract. Any changes to the staffing of this engagement must be discussed up front with PPLD personnel.

2.2. Selection

Right of Acceptance and Rejection: PPLD 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 PPLD. PPLD is not bound to accept the lowest price proposal.

Selection: it is the intent of PPLD to select only responsible and responsive firms. Bidder's proposal should include the most favorable terms and conditions.

Negotiation: PPLD reserves the right to negotiate terms and conditions of the contract with the winning firm.

Basis of Award: An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this RFP. The recommendations of this team 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:

- Completeness of proposal
- References
- Pricing
- Quality of services
- Vendor qualifications and history
- Any other items deemed in the best interest of PPLD

PPLD uses a weighted award decision making process. Bid scoring below:

Bid Completeness	10%
References	20%
Pricing	40%
Quality of Services	10%
Vendor Qualifications and History	20%
Total	100%

2.3. Contract Formation

Agreement in Writing: Following selection of a proposal, the firm will be required to enter-into a written contract with PPLD.

The winning Bidder’s RFP proposal will be included and integrated into the final contract documents. It is in the Bidder’s best interest to ensure the proposal is accurate to allow for the integration with minimal changes.

If you have a formal or standard contract that you typically use with such projects, please attach a copy to your Proposal. A Service Agreement is not a condition of accepting an RFP.

If, in PPLD’s sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, PPLD reserves the right to rescind the award and select another contractor.

Amendments to Contract: Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties.

Termination of Contract for Cause: If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Bidder shall violate any of the covenants, agreements or stipulations of the Contract, PPLD shall thereupon have the right to terminate the Contract by giving written notice to the successful Bidder of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of PPLD, become its property, and the successful Bidder shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Bidder shall not be relieved of liability to PPLD for damage sustained by PPLD by virtue of breach of the Contract by the successful Bidder and PPLD may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due PPLD from the successful Bidder is determined.

Termination of Contract for Convenience: PPLD may terminate the Contract at any time by giving written notice to the successful firm of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the Contract shall, at the option of PPLD, become its property.

Cancellation: Either party may cancel the Contract in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

3. Scope of Work

The awarded firm will provide PPLD with legal services to include the following:

- General Legal
 - Consult with and advise the officers, employees, and members of the Board of Directors of PPLD on legal matters and issues when requested.
 - Review personnel, fiscal, and other policies, as well as agency by-laws.
 - Handle all legal questions and matters arising under contracts and render legal expertise on all matters submitted by PPLD.
- Employment and Labor Relations
 - Advise on individual and employment matters when necessary.
 - Advise on personnel actions, including but not limited to employment compensation hearings, worker compensation claims, employment hearings when requested.
- Non-Profit Law
 - Attend Board meetings when necessary to advise in Executive Sessions on specific topics.
- Litigation
 - Advise on responses to subpoenas, court orders, and requests for information from third parties.
 - Advising and representing PPLD in any lawsuits, administrative claims, or other legal claims.
 - Conduct litigation as necessary.
- Other legal services as needed.

4. Vendor Qualification and Information

The following information and documents must be included in the submitted proposal:

Provide the name of the proposing firm, address, telephone and primary contact person.

Include an affirmative statement that the firm is licensed in the State of Colorado.

State the size of the firm and provide a vendor history summary.

Your organization's qualifications and experience. If you have experience with PPLD Libraries, describe your current or past relationship. Describe any similar projects performed by your organization.

Provide references from minimum three (3) clients including name, telephone number and a brief statement describing their association with your vendor (e.g., other library, educational or public sector clients). References from the Colorado Front Range are also preferred.

Please describe the qualifications of attorneys to be assigned to our account. 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. Any other information you feel should be considered in the selection process.

5. Pricing

Minimum Services: PPLD is looking for the best-value proposal that meets the needs of the district to include all cost aspects of service.

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 PPLD on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. PPLD reserves the right to negotiate with the firm on the structure of the billing and/or retainer fee.

Please include all price information in the table(s) located on Addendum B; Checklist, Questionnaire, and Pricing Form.

Addendum A- Proposal Cover Sheet

I. GENERAL INFORMATION

1. VENDOR NAME _____

2. ADDRESS _____

3. PHONE _____

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 vendor) submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above named vendor. 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):

- _____ The firm has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Vendor understands all instructions, requirements, specifications, and terms and conditions of this 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 this RFP.
- _____ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for the PPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.
- _____ The firm is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- _____ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.

- _____ Submission of this proposal indicates the signer’s acceptance of the evaluation technique and that some subjective judgments may be made by PPLD as part of the evaluation.
- _____ The Vendor has to provide proof of all required insurance coverage.
- _____ A list of exceptions and deviations (if any) is attached.
- _____ A proof of eligibility to operate in El Paso County and the State of Colorado is attached.
- _____ There have been no claims, litigation, or other issues filed or pending against our firm in the past 5 years except as listed below.

- _____ The firm is aware of Colorado’s Immigration / illegal alien laws pertaining to public contracts. Addendum C (Colorado Statutes 8-17.5 - 102) is signed and attached.

Authorized Signature

Date

Addendum B - References and Pricing

References:

Company Name: _____ Contact Name: _____

Address: _____ Phone: _____

Scope of service performed: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone: _____

Scope of service performed: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone: _____

Scope of service performed: _____

Pricing

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 PPLD on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. PPLD reserves the right to negotiate with the firm on the structure of the billing and/or retainer fee.

Addendum C - Immigration Clause for Contracts

Pursuant to Colorado Revised Statutes Section 8-17.5-102, the Pikes Peak Library District (“PPLD”) 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 confirmed the employment eligibility for all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program administered jointly by the U.S. Department of Homeland Security and the Social Security Administration (the “E-Verify Program”) or the department program administered by the Colorado Department of Labor and Employment (the “Department Program”).

Contractor shall not use the E-Verify Program or the Department 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 PPLD 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, 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 (the “Department”) 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).

Authorized Signature

Date