



REQUEST FOR LEGAL SERVICES PROPOSALS

Reading Public Library  
100 S. Fifth Street  
Reading, PA 19602  
<https://readingpubliclibrary.org/>

July 15, 2024

PROPOSALS DUE: No later than September 13, 2024

## Overview

Reading Public Library (RPL) invites qualified law firms to submit responses to a Request for Legal Services Proposal (RFP) to provide general legal services to RPL. RPL is not accepting proposals from sole practitioners. RPL is accepting proposals from law firms that have offices located in Berks County, Pennsylvania as well as law firms with offices outside of Berks County.

The intent of this RFP is to contract for services beginning November 1, 2024.

Qualified law firms must be licensed to practice law in the Commonwealth of Pennsylvania; must have verifiable Pennsylvania experience in municipal, non-profit, and tax-exempt organizations, government grants and contracts, labor and employment, and general business operations; and must have familiarity with Pennsylvania library laws and regulations.

The 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 Pennsylvania Bar Association.

The 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.

The law firm must be in compliance with all applicable laws, rules, regulations, and ordinances of the County of Berks, the Commonwealth of Pennsylvania, and the United States.

RPL is not accepting proposals from firms who represent the County of Berks in any matters or who represent any of its governmental offices or departments.

Proposal deadline is 5:00 pm on September 13, 2024.

### Schedule:

RFP released on July 15, 2024

Responses due not later than 5:00 pm on September 13, 2024

Interviews and Reference Checks: September 13, 2024 – October 18, 2024

Award and notification on or after October 21, 2024

Services commence November 1, 2024

## General Terms & Conditions

1. Interested Parties: All interested law firms are invited to submit proposals in accordance with the terms, conditions, and specifications contained in this document. An electronic version of this document can be accessed at: [readingpubliclibrary.org](http://readingpubliclibrary.org).
2. Points of Contact: Questions and requests for clarification regarding this RFP may be addressed, in writing, by regular mail or e-mail, to Reading Public Library Board, Reading Public Library, 100 S. Fifth Street, Reading, PA 19602, ATTN: Vicky Fuller, or [vicky.fuller@readingpubliclibrary.org](mailto:vicky.fuller@readingpubliclibrary.org), with the subject line ATTN: Legal Services. No communication from any source other than the points of contact 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.

3. Tax Exemption: RPL, as a local government entity, is exempt from sales and use taxes. Following an award, an exemption certificate will be furnished by RPL upon request.
4. Expenses: RPL assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
5. Non-Discrimination: The law firm agrees to not 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.
6. Insurance Requirements: The law firm agrees to maintain Professional Liability (Malpractice or Errors and Omissions) Insurance coverage throughout the term of its engagement and continuing for two (2) years after the term of the engagement. Limits shall be a minimum of \$2 million for each claim and \$2 million in the aggregate each policy period. Written evidence of such coverage must be provided to RPL. The certificates of insurance shall be issued by a corporation licensed or authorized to do business in Commonwealth of Pennsylvania.
7. Governing Law: The laws of the Commonwealth of Pennsylvania shall govern any agreement executed between the successful proposer and RPL. Further, the place of performance and transaction of business shall be deemed to be in the County of Berks, Commonwealth of Pennsylvania. In the event of litigation, the exclusive venue and place of jurisdiction shall be the Commonwealth of Pennsylvania, and more specifically, Berks County, Pennsylvania.

#### Proposal Preparation

1. Exceptions and Deviations: Any exceptions to or deviations from these terms and conditions must be identified, in writing, on an attachment to the proposal submittal. RPL, at its sole discretion, reserves the right to accept or reject any exceptions or deviations by the law firm.
2. 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 RPL.

3. Indemnification: The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless RPL, its officers, 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 RPL, and further agrees to, and shall, defend, indemnify, and save and hold harmless RPL, 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.
4. Date Schedule: By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the services calendar.
5. Continuity and Key Personnel: RPL prefers a single account relationship manager. By submitting a proposal, the proposer will make its best efforts to ensure that the key team member/s named in the proposal remain assigned to the RPL account for the duration of the engagement. Any changes to the staffing of this engagement must be discussed up front with RPL representatives.
6. Submission Information and Documents: The proposal must be comprehensive and address all elements requested. To assure that the information provided can be readily identified, the proposal must include, but not be limited to the submission of the following signed documents:

Addendum B - *PROPOSAL COVER SHEET*  
Addendum C - *QUESTIONNAIRE*

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

7. Signatures: The proposal must be signed by an officer of the proposing law firm.
8. Proposal Submissions: No proposal will be considered unless it is complete. Proposals are due not later than 5:00 p.m. on September 13, 2024. Proposals delivered after that time may be received and read but will not be considered and will be rejected for lateness.

US Mail:

Reading Public Library Board  
Reading Public Library  
100 S. Fifth Street  
Reading, PA 19602  
ATTENTION: Vicky Fuller

Electronic in PDF or Microsoft Word format:

[vicky.fuller@readingpubliclibrary.org](mailto:vicky.fuller@readingpubliclibrary.org)

In the subject line: ATTENTION: Legal Services

9. Confidentiality of Proposals and Information: All materials submitted in response to this RFP become the property of RPL and will be subject to Pennsylvania Right to Know/Open Records law. If proprietary information protected by Right to Know/Open Records laws is needed to support a proposal, it must be packaged separately and labeled “CONFIDENTIAL.”

The law firm acknowledges that the law firm will, or may, be making use of, acquiring, or adding to information about certain matters that may be confidential to RPL, and are the exclusive property of RPL, 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 RPL’s business and operations. The law firm affirms to respect these confidential matters and only divulge these to others with the express written permission of authorized representatives of RPL.

#### Selection

1. Firm Selection: RPL intends to select only one law firm.
2. Right of Acceptance and Rejection: RPL 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 RPL. RPL is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for RPL.
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 full Reading Public Library Board 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 firm submitting the proposal
  - c. Nature of services offered
  - d. Pricing
  - e. Interviews, if conducted
  - f. Commitment to community service and the public library as a valued institution
  - g. Any other items deemed in the best interests of RPL.

#### Terms of Engagement

1. Agreement in Writing: The successful firm must enter into a written agreement with RPL.
2. Period of Performance: The term of the agreement shall commence November 1, 2024.

If, in RPL's sole discretion, the selected proposer has not executed the written agreement within a reasonable time after selection, RPL reserves the right to rescind the award and select another law firm.

3. Amendments to Agreement: Parties hereto reserve the right to make amendments or modifications to the agreement by written amendment signed by both parties. No amendment shall be effective unless approved by RPL.
4. Termination: The 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, a material breach of the agreement that is not cured within 30 days after notice is provided. Either party may terminate the agreement upon 60 days written notice to the other party.

To the fullest extent permitted by the law, the law firm will agree to protect, indemnify, defend, and hold RPL 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.