



Town of Palisade, Colorado

175 E 3rd Street * Palisade, CO 81526 * Tel: 970.464.5602

Request for Proposal RFP-24-0002-1122

Municipal Court Prosecutor

RESPONSES DUE:

Friday, December 20, 2024, before 4:00 pm (Mountain Time)

Accepting Electronic Responses Only, Submitted To
kfrasier@townofpalisade.org

Contact Agent:

Keli Frasier, Town Clerk
kfrasier@townofpalisade.org
(970) 464-5602

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

- 1.0 Administrative Information & Conditions For Submittal**
- 2.0 Insurance Requirements**
- 3.0 Specifications/Scope of Service**
- 4.0 Preparation and Submittal of Proposals**
- 5.0 Evaluation Criteria and Factors**
- 6.0 Other Terms and Conditions**

Section 1.0: Administrative Information & Conditions for Submittal

- 1.1 Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado’s technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado’s technology standards.
- 1.2 Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3 Issuing Office:** This RFP is issued by the Town of Palisade, Colorado (hereafter “Town” or “the Town”). The contact agent responsible for this procurement is:
Keli Frasier, Town Clerk
kfrasier@townofpalisade.org
- All inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4 Purpose:** The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Court Prosecutor for the Town of Palisade Municipal Court.
- 1.5 Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Contact Agent before the submittal deadline.
- 1.6 Submission:** Please refer to section 4.0 of this Solicitation for the Preparation and Submittal Terms. Proposals must adhere to the formatting guidelines outlined in

Section 4. Failure to comply with the specified format may result in proposals being deemed non-responsive.

- 1.7 Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed Contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an Open Records Request. In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.8 Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date and only before award.
- 1.9 Acceptance of Proposal Content:** The Proposal selected by the Town, if any, shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award, and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the Town, the Offeror may be referred to as the “Consultant” or “Firm.”
- 1.10 Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website and on the Town’s website <https://palisade.colorado.gov/>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.11 Confidential Material:** All materials submitted in response to this RFP will ultimately become public records and shall be subject to inspection after the Contract award. “Proprietary or Confidential Information” is defined as any information that is not generally known to competitors and which provides a competitive advantage—unrestricted disclosure of proprietary information places it in the public domain. Only submittal information identified with the words “**Confidential Disclosure**” and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror(s) intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information. Neither cost nor

pricing information nor the entire proposal may be claimed as confidential or proprietary.

- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the Town's right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.14 Taxes:** The Owner is exempt from State, County, and Municipal Taxes; and Federal Excise Tax. Therefore, all fees shall not include taxes.
- 1.15 Federal Taxpayer Identification Certificate (W-9):** Successful Offerors new to conducting business with the Town must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the Town reserves the right to request a current W-9 from established business relationships as necessary.

Section 2.0: Insurance Requirements

- 2.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: The Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.

(b) General Liability: Insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

The policy shall apply to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

Concerning each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this solicitation.

2.2 Additional Insured Endorsement: The policies required by paragraphs (b), (c), and (e) above shall be endorsed to include the Town of Palisade, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

Section 3.0: Specifications/Scope of Services

3.1 Background/General: The Town of Palisade is a statutory municipality in Mesa County, Colorado. Municipal court is currently held once a month on the third Tuesday of the month at 1:00 pm at the Palisade Civic Center, 341 West 7th Street. The scheduling of municipal court for 2025 may change in consultation with the Prosecutor selected based on this RFP. The Town has its own Police Department, and the Prosecutor will coordinate with the Court Clerk. The Palisade Municipal Court handles all municipal infractions, including traffic and parking violations, animal violations, nuisance and building code violations, and other Municipal Code violations.

3.2 Statement of Need: This is a Request for Proposals for a Municipal Court Prosecutor (“RFP”) to provide legal services for the Town of Palisade (“Town”). The Town is interested in contracting with an attorney or Firm to provide high-quality, responsive, timely, and cost-efficient legal services for the Town’s municipal court. The purpose of the RFP is to gather pertinent information concerning the ability, qualifications, and costs of an individual attorney or Firm to meet the municipal court needs of the Town.

3.3 General Specifications: The Municipal Court Prosecutor should be experienced in the types of legal issues associated with statutory municipalities and municipal courts. The Municipal Court Prosecutor will need to work closely with the Town Attorney, the Court Clerk, and other Town staff. The relationship between the Town and the Municipal Court Prosecutor will be one of independent contractors, and the Prosecutor will not be an employee of the Town or the Town Attorney’s firm.

3.4 Rates: Provide information on your billing rates and practices, including:

- Billing rates for each attorney and any support personnel that would be involved in providing legal services to the Town.
- A summary of your/the Firm’s billing practices.
- Rates charged for travel time and any incidentals such as copying, telephone rates, courier services, faxes, supplies, etc., if any.

3.5 Scope of Services: The Municipal Court Prosecutor will represent the Town in the following matters: Prosecution of violations of the Town Municipal Code in the Town’s Municipal Court and related prosecutorial functions (e.g., plea negotiations, sentencing recommendations, probation revocations, and contempt hearing). Legal services will include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documents, trial preparation, appeals to municipal and District Court, and all related work required to properly represent the Town in the following areas:

- Prosecute violations of the Palisade Municipal Code.
- Prepare for and attend trials, hearings, and other criminal and civil case activities.
- Review facts and law, conduct legal research, prepare pleadings, and conduct defense interviews.
- Conduct pretrial conferences, including negotiation of plea agreement offers and terms of deferred prosecution.
- Collaborate and confer with the Town Attorney, as needed, including consulting with the Town Attorney on interpretations of the Municipal Code and appeals.
- Work with the Town Attorney, Town staff, and personnel in preparing matters for Municipal Court prosecution.

Section 4.0: Preparation and Submittal of Proposals

4.1 RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) electronic copy of each proposal must be emailed to:

Keli Frasier, Town Clerk
kfrasier@townofpalisade.org

Identify in the Subject line: Response to RFP # 24-0002-1122

4.2 Timeline:

- Request for Proposal Published: Friday, November 22, 2024
- Questions Due: Friday, December 6, 2024
- Question Responses Due: Wednesday, December 11, 2024
- **RFP Due: Friday, December 20, 2024, 4:00 pm.**
- Board of Trustees Contract Meeting: Tuesday, January 14, 2025
- Notification of Decision to Applicants: Wednesday, January 15, 2025

4.3 Specific Requirements:

Proposals should include the following information:

- Background of your Firm, including size, date established, and office location; or individual qualifications if not associated with a firm.
- Information on your/the Firm's experience as it relates to the following areas:
 - (a) Prosecution in municipal court, including familiarity with court rules
 - (b) Statutory municipalities
 - (c) Code enforcement
 - (d) Colorado Municipal Traffic Code
 - (e) Animal control laws
- List the municipalities you currently represent or have previously represented, if any, with the dates of representation for each. Include a summary of your duties and responsibilities for each municipality. Please include a comprehensive list of municipal clients over the past five years and the name of the attorney assigned to those clients.
- Describe the primary focus of your/the Firm's representation not related to municipalities.
- Identify the attorney who would be primarily responsible for work on behalf of the Town and, if different from the responsible attorney, the attorney who would attend court dates.
- Specify your availability to attend one regularly scheduled court date every month at the current schedule.
- If you are willing to enter a fixed fee agreement, flat rate retainer, or some combination thereof, please describe in your proposal.
- Discuss any known or potential conflicts of interest you or your Firm may have in representing the Town.
- Describe any formal disciplinary complaints or malpractice complaints that have been made against you, and their final disposition.
- Provide three to five relevant references that the Town may contact.

- Please answer the following questions, limiting your combined answer to no more than one page total:
 - (a) Give an example or description of the working relationship you envision with the Court Clerk, other Town staff, and the Town Attorney.
 - (b) Give an example or description of the working relationship you envision with the Municipal Court Judge.
 - (c) What steps would you take to prepare for a hearing?

Section 5.0: Evaluation and Award of Contract

5.1 Evaluation Criteria:

- Company history, company stability, staff experience, staffing stability, and financial resources.
- Experience and quality of performance in providing this service to other entities of similar size.
- Approach to providing this service and fulfillment of the Town's requirements.
- Methodology of addressing complaints and correcting service-related problems.
- Costs.

5.2 Award of Contract: Selection shall be made to the Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors set forth in the Request for Proposal, including price. Negotiations shall be conducted with the Offeror selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, the Town shall select the Offeror who, in its opinion, has made the best proposal and shall award the Contract to that Offeror. The Town may cancel the Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Town determine in writing and at its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation price of work and the contractor's proposal as negotiated.

Section 6.0: Other Terms and Conditions

The Town reserves the right to undertake its own investigation to evaluate a candidate. The Town shall have the sole discretion to accept or reject any submittal.

The Town reserves the right to solicit or recruit any attorney(s) or legal firms directly to request qualifications.

All submittals become the property of the Town upon receipt and will not be returned to the applicant.

The Town operates under applicable public disclosure laws. Proprietary information must be identified and will be protected to the extent that is legally possible.

The cost of submitting the response to the RFP, attendance at an interview, or any other such costs are entirely the responsibility of the candidate or candidate firm and shall not be reimbursed in any manner by the Town.

Failure to conform to directions under this RFP may lead to the rejection of a submittal. The submittals should contain all information necessary to evaluate the qualifications of a candidate or Firm.

The Town reserves the right to accept or reject any and/or all proposals and to waive any informalities or irregularities in said proposals. The RFP does not bind the Town to hire a new Municipal Prosecutor when, in the Town's sole discretion, the Town determines not to do so.