

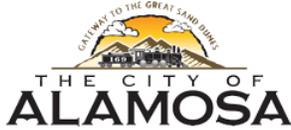
REQUEST FOR PROPOSAL

Court Appointed Counsel Services
Alamosa, Colorado

March 2018

Holly Martinez
City Clerk/Court Administrator

CITY OF ALAMOSA
P.O. BOX 419
ALAMOSA, COLORADO 81101
(719) 589-2272



**REQUEST FOR PROPOSALS
Municipal Court
COURT APPOINTED COUNSEL**

The City of Alamosa is soliciting proposals from qualified individuals and/or firms for **Court Appointed Counsel Services** until 5:00 p.m. (our clock) on March 30, 2018 at City Hall located at 300 Hunt Avenue, Alamosa, Colorado 81101. No public opening will be held. If delivered, they are to be sent to 300 Hunt Avenue, Alamosa, CO 81101. If mailed, the address is P.O. Box 419, Alamosa, CO 81101. If e-mailed, email as a PDF attachment to hmartinez@ci.alamosa.co.us

Bids must be received prior to 5:00 p.m. (MST) on March 30, 2018.

No pre-proposal meeting will be held.

All questions regarding this bid should go to Holly Martinez, City Clerk/Court Administrator, in writing and can be emailed to hmartinez@ci.alamosa.co.us or faxed to **(719) 589-9454**. It is the responsibility of the prospective bidders to contact **Holly Martinez, City Clerk/Court Administrator at (719) 589-2272** to verify receipt of questions. Based upon such inquiry, the City may choose to issue an Addendum which will be uploaded to the City's website no later than March 9, 2018 at 5:00 p.m. It shall be the responsibility of the Respondent to check the website regularly for any and all updates and additional documentation that may be posted.

A copy of the bid and associated documentation may be obtained as follows:

1. The City Website at www.cityofalamosa.org
2. City Hall located at 300 Hunt Avenue, Alamosa



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I. GENERAL INSTRUCTIONS:

All Proposals must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement.

Proposals may be withdrawn up to the date and time set for closing upon written, faxed or e-mailed notice to the City. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening. Negligence upon part of the Respondents in preparing their Proposal shall not constitute a right to withdraw a Proposal subsequent to the submittal deadline. A conditional or unqualified Proposal may be cause for rejection.

Only Proposals properly received will be accepted. Each Proposal and applicable documentation as requested must be submitted in a sealed envelope, addressed to:

Proposal for Court Appointed Counsel Services
Attention: Holly Martinez
City of Alamosa
P.O. Box 419
Alamosa, CO 81101

Proposals may also be emailed as a PDF attachment to hmartinez@ci.alamosa.co.us

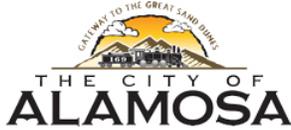
The City intends to review the Proposals within ten (10) days of the opening. The City of Alamosa reserves the right to reject any or all Proposals, in whole or in part, to make multiple awards, partial awards, award by types, or item by item, whichever may be most advantageous to the City of Alamosa. Upon selection, the City will issue a Notice of Award and a contract must be completed and signed by all parties concerned within ten days of issuance of the Notice of Award. If this date is not met, the City may elect to cancel the Notice of Award (if the delay is not the fault of the City). The City reserves the right to incorporate standard contract provisions into any contract as a result of a Proposal submitted in response to the RFP.

II. TERMS AND CONDITIONS

A. General:

The City of Alamosa Municipal Court is seeking qualified attorneys willing to contract with the Municipal Court to provide court appointed counsel services for defendants deemed indigent by the court. Specifically, the Court is seeking qualified attorneys to perform the following:

1. To represent and advocate for defendants and render effective assistance of counsel; and,



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2. To ensure the preservation, protection and promotion of the defendant's rights and interests; and,
3. To adhere to the Rules of Professional Conduct and other guidelines of professional conduct stated in statutes, rules, court decisions, codes or canons; and,
4. To act with reasonable diligence and promptness in representing clients.

B. Attorney Qualifications:

1. Licensed by the State of Colorado Bar and admitted to practice law in the State of Colorado.
2. Citizen of the United States and full time resident of the State of Colorado.
3. Current Professional Malpractice Insurance
4. Knowledge of law and legal principles and practices.
5. Knowledge of City of Alamosa ordinances, state laws, and applicable federal constitutional law.
6. Ability to analyze and appraise case facts, Rules of Evidence and applicable legal authority.
7. Ability to communicate clearly and concisely, orally and in writing.

C. Court Hours:

The Municipal Court convenes on four separate dates throughout the month. Generally, Court Appointed Attorneys will need to appear on Wednesdays. There will be occasions where no cases for Court Appointed Attorney services are set on a docket and services are not needed. There may be occasional jury trials or other hearings set outside of the typical Wednesday docket that will require Court Appointed Attorney presence.

D. Terms and Conditions:

1. No minimum amount of work is implied or guaranteed by this Request.
2. Attorneys who undertake the work will be required to perform services pursuant to the terms described herein.



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3. The City shall retain the right to remove any Attorney from the roster if the Attorney fails to meet and maintain the terms described in this RFP.
4. The Attorney shall invoice the City within thirty (30) days after disposition. The City shall make payment within thirty (30) days of receipt of invoice.
5. The Attorney must be and remain an independent contractor with respect to all services performed under this Invitation. The Attorney accepts full and exclusive liability for the payment of any and all contributions of taxes for social security, worker's compensation insurance, Medicare, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any state or federal law, salaries or other remuneration paid to persons hired, by the Attorney, including deposits of income tax withholding amount due, and it agrees to indemnify and save harmless the City from any claims for contributions, taxes or liability thereof.

The Attorney and their personnel are required to adhere to all Federal, State and Local laws that apply to the provisions of the services under this Contract, as well as those laws that regulate the general public.

III. ANTICIPATED WORK LOAD

From Jan. 1, 2016 to September 2017, the court appointed counsel handled 79 defendants with a combined total of 260 cases. Court appointed counsel appeared in court approximately 61 days in that 21-month time frame. The Court anticipates that these numbers will either remain the same or increase in 2018, perhaps on the order of 5%, but cannot accurately predict future workload. The City enacted an ordinance in February of 2018 removing jail as a consequence for ordinance violations except for certain charges or in certain circumstances, which may reduce the number of appointments from historical numbers.

IV. SUBMITTALS

All proposals submitted pursuant to this invitation shall contain:

1. Cover letter and statement of qualifications.
2. Resume.
3. Rate of compensation. This RFP does not specify a method of computation of compensation. If you are submitting an hourly rate for services, you must also provide a "not to exceed" amount that would be charged per case. You may propose a flat rate per case, per defendant



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(who may or may not have multiple cases, but all heard on the same dates), per month, or per year. You may propose any other method you believe to be advantageous. The City reserves the right to further clarify all proposed methods of compensation with any qualified bidder in the event of choosing between and among proposals setting forth different methods of computation of compensation, so as to best be able to compare proposals that are based on differing methods of compensation.

V. CONFLICT OF INTEREST AND GOOD FAITH

Respondents must declare among their team any business entity or individual who is associated with, or is in any way likely, to create a conflict of interest or a perception of conflict of interest if retained by the Alamosa Municipal Court as a court appointed attorney.

The Respondent declares that its submittal is in good faith and will disclose to the best of its knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, through the selection of the Respond as court appointed counsel.

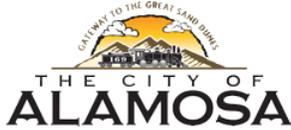
If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Respondent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

Failure to comply with this provision may result in disqualification of your Proposal from the RFP process or, if the City becomes aware of breach of this provision after the detailed Proposal has been requested, disqualification from the further processes.

VI. CONFIDENTIALITY AND PRIVACY

Respondents are advised that the City is subject to freedom of information laws, such as the Colorado Open Records Act and that the Respondent will be expected to comply with the obligations imposed upon the City.

To the extent permitted, the City shall treat all submissions as confidential. However, the Respondent is advised that any information contained in any submission may be released if required by City policy or procedures, by other authorities having jurisdiction, or by law such as the Colorado Open Records Act.

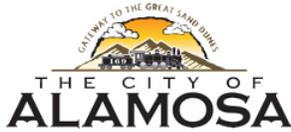


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All Proposals submitted to the City will be kept in confidence with the City administrators for the sole purposes of evaluating and developing the best possible strategic option for the City. Submitted Proposals will become the property of the City. The City will have the right to make copies of all Proposals for its internal review process and to provide such copies to its staff, legal, technical and financial advisors and representatives.

All information will become and remain the property of the City; none will be returned. If the application contains any proprietary or trade secret information, said information must be indicated as such. Such indication is no guarantee that the information will be deemed by a court to be confidential and not subject to disclosure, but the City will inform the Respondent of any request for such confidential information, and cooperate with Respondent to maintain such confidentiality if Respondent choose to do so. The burden of maintaining the confidential nature of the information in the event of any such request shall be upon Respondent, and the City will have no obligation, other than notice to Respondent, to defend the confidentiality of any such information.



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VII. INSURANCE AND INDEMNIFICATION REQUIREMENTS

Respondent shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Malpractice Liability Insurance in the minimum amount of \$1,000,000.

Respondent agrees to maintain in full force and effect at all times during the performance of work under the agreement, worker's compensation insurance as required by law.

Respondent agrees that if it does not keep the aforementioned insurance in full force and effect, City may either immediately terminate the agreement or, if insurance is available at a reasonable costs, City may take out the necessary insurance and pay, at Consultant expense, the premium thereon.

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