



The City of Grand Junction New Supplier Portal!

Hello Supplier,

The City of Grand Junction has transitioned our financial management system to a new online cloud-based solution. The new system is called the GJ Cloud. Beginning **April 7, 2025**, new suppliers will have the opportunity to register, and existing suppliers will access our new cloud Supplier Portal to do business with us. GJ Cloud will streamline the way we do business and provide a more efficient means for payment processing.

[Self-Service Supplier Registration Link](#) (Supplier Account Creation)

[GJ Cloud Supplier Portal](#) (Supplier Account Access)

NOTE: The Supplier Portal and registration is **not** for bidding opportunities. Suppliers will continue to utilize BidNet Direct, and City's Purchasing website.

The Supplier Portal will be your primary communication channel to the Accounts Payable Division, and as such, you will be able to:

- View and update your supplier profile information
- View purchase orders and invoices, if applicable
- Track payment status, if applicable

For step-by-step instructions on using the supplier registration process, please refer to the following Scribe resource: [Self-Service Supplier Registration Process](#) (link).

If you encounter any issues or need assistance, feel free to email us at suppliers@gjcity.org or call 970-549-5166

Thank you and we look forward to doing business with you through GJ Cloud.



Request for Proposal

RFP-5660-25-KF

Court-Appointed Counsel Services Under C.R.S. §13-10-114.5

Proposal Deadline

June 6, 2025, before 1:00 p.m. (Mountain Daylight Time)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)
<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually.
For meeting access and participation details, refer to Section 1.8.

Purchasing Agent Contact

Kathleen Franklin
kathleenf@gjcity.org
970-244-1513

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Event and Details	Date/Time
Solicitation Issued / Posted Published via BidNet® Direct – RMEPS	May 9, 2025
Inquiry deadline <i>No questions are accepted after the close of business</i>	May 21, 2025
Final Addendum Issued (if applicable)	May 23, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	June 6, 2025, by 1:00 p.m. MDT
Evaluation of proposals Internal review by City-appointed committee	June 6-13, 2025
Interviews (if required) <i>Virtual or in-person, by City invitation only</i>	Tentative Interview Time Blocks: June 18, 2025, and June 20, 2025
Notice of Intent to Award (tentative) Subject to evaluations and interview outcomes	June 26, 2025
Contract execution	TBD

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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 Proposer 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 solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

- 1.4. **Purpose:** The City of Grand Junction, Colorado, solicits competitive proposals from qualified attorneys ("Proposer(s)") to provide Court-Appointed Counsel Services for indigent defendants appearing before the Grand Junction Municipal Court as described in C.R.S. §13-10-114.5.

Section 4.0 of this solicitation describes the services, including expectations, case types, and professional standards ("Scope of Work"). All services shall be performed under the terms and conditions specified in this solicitation and the resulting contract, if any.

- 1.5. **The City:** The City will act by and through its authorized representative(s).
- 1.6. **Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that might impact/his/her understanding of the requirements, the Proposer must seek

clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.

- 1.7. **Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.8. **Submission:** Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

To participate in the public proposal opening, please refer to the following virtual meeting information:

Solicitation Title: Court-Appointed Counsel Services Under C.R.S. §13-10-114.5

Solicitation Number: RFP-5660-25-KF

Date/Time: June 6, 2025, 1:00 p.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone:

<https://meet.goto.com/349865533>

Or join the meeting by phone.

Access Code: 349-865-533

United States: [+1 \(408\) 650-3123](tel:+14086503123)

To join from a video-conferencing room or system:

Meeting ID: 349-865-533

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 349865533@67.217.95.2 or 67.217.95.2##349865533

Get the app now and be ready when the meeting starts:

<https://meet.goto.com/install>

- 1.9. **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 issuing an award and executing a contract, the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). Public disclosure is contingent upon adherence to pertinent laws in instances of this Solicitation or Project cancellation.
- 1.10. **Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.
- 1.11. **Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal

or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.

- 1.12. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.13. Ethics:** Proposers shall not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.14. Altering the Proposal:** The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline.
- 1.15. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award in the City's best interest.
- 1.16. Withdrawal of a Proposal:** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.
- 1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations when formally accepted by the City and memorialized by written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.19. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must

be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. The City is not obligated to respond to questions received after the deadline, and any responses provided will be at the City's sole discretion.

- 1.20. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Attorney", "Consultant," "Contractor," or "Firm" as applicable.

- 1.21. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-jeff>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located in Section 7.0., which must be submitted with the proposal.

- 1.22. Exceptions and Substitutions:** All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

- 1.22.1.** Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.22.2.** Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

- 1.23. Open Records/Confidential Material:** All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

For the purposes of this provision, “**Proprietary or Confidential Information**” refers to information that is not generally known to competitors and provides a competitive advantage. The unrestricted disclosure of such information places it in the public domain and eliminates any claim of confidentiality.

Proposer(s) seeking to designate specific information as confidential or proprietary must:

- 1.23.1.** Clearly mark each page or section of the submission containing such information with the words “**Confidential Disclosure.**”
- 1.23.2.** Upload confidential information as a separate document; and
- 1.23.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer’s competitive position, consistent with CORA.

The City shall review all confidentiality requests. The final determination of whether materials qualify for confidential treatment rests solely with the City. If a confidentiality request is denied, the Proposer(s) can withdraw its proposal or remove the contested confidential or proprietary information before the proposal is made publicly available.

Notwithstanding the foregoing, the following materials shall not be considered confidential or proprietary under any circumstances:

- Cost or pricing information.
- The entirety of a proposal submission.

Failure to comply with these requirements may result in the information being deemed public and subject to disclosure under CORA. The City assumes no responsibility for protecting information not properly designated and submitted under this section.

- 1.24. Response Material City Ownership:** All proposals submitted in response to this solicitation shall become the City’s sole property upon receipt and will not be returned to the Proposer(s) except at the City’s sole discretion. The City’s rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved “Confidential Material” under Section 1.23.

Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.

1.25. Minimal Standards for Responsible Proposer(s): To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the work described in this solicitation. At a minimum, the Proposer must:

- 1.25.1.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.25.2.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
- 1.25.3.** Be fully qualified and otherwise eligible to receive an award and enter into a legally binding Contract with the City.
- 1.25.4.** Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

A Proposer and its Proposal may be disqualified for any of the following reasons, including but not limited to:

- 1.26.1.** Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
 - 1.26.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Service/Work with the City until reinstated as a qualified Proposer.
- 1.27. Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.28. Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.29. Federal Taxpayer Identification Certificate: Successful Proposer(s) new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

1.30. Public Opening: The Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposals will be formally acknowledged during the opening; however, following the nature of an RFP, only the names of the proposing entity will be disclosed. No pricing will be shared at that stage of the process.

Section 2.0: General Contract Terms and Conditions

2.1. Acceptance of Terms: Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer, which shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer to contractual obligations. By submitting a proposal, the Proposer agrees to all requirements outlined in this solicitation, including compensation terms and compliance with all contractual, legal, and ethical obligations set forth herein.

If the Proposer’s submission deviates in any way from the City’s stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Service/Work shall be performed and correlated its/his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the specifications contained herein.

2.3. Permits, Fees, and Regulatory Compliance: The Contractor shall be responsible for obtaining and paying all necessary permits, governmental fees, and licenses required for the proper execution and completion of the Services. The Contractor must provide all the required notices and comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders of any public authority, including those of the City, that govern the performance of the Services.

If the Contractor identifies any inconsistencies or conflicts between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall promptly notify the City in writing. The City will determine the appropriate resolution to reconcile such variances in the City's best interest.

Should the Contractor proceed with any Services knowing it is non-compliant with applicable laws or regulations and fails to provide written notice to the City, the Contractor shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

2.4. Responsibility for those Performing the Services: The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract.

2.5. Payment & Completion: As stated in the Contract, the Contract Sum represents the total amount payable by the City to the Contractor for performing the Service(s)/Work under the Contract. Upon completion of the required deliverable(s), the Contractor shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The City's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

Partial payments may be issued based on the Contractor's progress and completion of work, as documented in a detailed invoice. The invoice must accurately reflect the extent and cost of the Services performed under the Contract.

All Services provided by the Contractor shall adhere to generally accepted professional practices and maintain a level of competency consistent with industry standards for similar Services. Additionally, all Services must fully comply with applicable laws, ordinances, and regulations.

2.6. Changes in the Services: The City may request changes to the Services within the general scope of this Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No Contract sum or Contract time adjustments shall be made except through an approved Change Order.

- 2.7. Minor Changes in the Services:** The City may authorize minor changes to the Services that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.
- 2.8. Standard of Care for Services:** The Contractor shall perform all services and provide all representation, utilizing the prevailing skill, care, and expertise expected in the relevant market or industry. Should any services or deliverables be non-compliant with the Contract requirements, the Contractor shall bear all responsibility for the same and promptly correct all deficiencies to satisfy prevailing industry standards at no additional cost to the City.
- 2.9. Acceptance Not Waiver:** The City Court's acceptance or approval of any Service(s)/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or acceptance of, or remittance of payment for any service(s)/Work shall not be construed as a waiver of any rights under the Contract and/or bar a claim for malpractice by the person the Contractor represents, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.
- 2.11. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval from the City.
- 2.12. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements and ethical standards governing the Services performed under the Contract.

The Contractor warrants that it is fully qualified to perform the required Services and possesses all necessary corporate authority, skills, credentials, experience, and professional licenses, which shall remain in good standing as required by law throughout the duration of the Contract.

- 2.13. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- 2.14. Confidentiality:** The Contractor shall keep confidential any non-public information disclosed by the City or obtained during the performance of the Services, except as required by law. The Contractor shall take reasonable measures to safeguard such information and ensure compliance by its employees, subcontractors, and agents.

- 2.15. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed under applicable laws and the City's policies.
- 2.16. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.17. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when accepted by the City, shall constitute an enforceable agreement equally binding between the City and the Contractor. The Contract represents the entire integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral, including the solicitation documents. The Contract may be amended or modified only by an Amendment.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:
- 2.19.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Contractor agrees to post notices in conspicuous places, visible to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
 - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that such Contractor is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Compliance:** The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

- 2.21. Failure to Perform:** If the Contractor fails to fulfill its obligations under the Contract, including timely appearance at required proceedings, competent and ethical legal representation, adherence to court procedures, or compliance with administrative requirements—the City may, following oral or written notice (with any oral notice documented for the contract record), seek alternative counsel or take other appropriate action to ensure continuity of representation as required by law. The Contractor may be held liable for any costs incurred by the City or the Municipal Court due to such nonperformance.

In instances of nonperformance, the City may pursue progressive corrective actions. However, if the Contractor's failure materially interferes with a defendant's right to counsel, disrupts court operations, or undermines compliance with C.R.S. §13-10-114.5, the City reserves the right to implement immediate corrective measures, including contract suspension or termination.

Nothing in this section shall be construed to limit the authority of the Grand Junction Municipal Court to take independent action regarding case assignments or attorney performance within the Court's jurisdiction.

- 2.22. Failure to Enforce:** The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.
- 2.23. Force Majeure:** The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.
- 2.24. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Contractor shall be responsible for satisfying any judgment, settlement, or associated costs incurred by or awarded against the City due to such claims. This indemnification obligation shall survive the termination or expiration of the Contract.

- 2.25. Independent Contractor:** The Contractor is and shall remain an independent contractor in all respects under the Contract. Neither the Contractor nor its

employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

The City assumes no liability for any negligence, misconduct, or other wrongful acts committed by the Contractor, its employees, agents, or subcontractors. The Contractor is solely responsible for all applicable taxes, including federal and state income taxes, unemployment taxes, Social Security contributions, and any other required withholdings.

Additionally, the Contractor is not entitled to any benefits the City provides to its employees, including but not limited to health insurance, retirement benefits, or Workers' Compensation coverage.

- 2.26. Work Product:** In accordance with C.R.S. §13-10-114.5 and applicable professional standards, all administrative records, invoices, billing documentation, court-approved filings, and non-privileged materials prepared by the Contractor under this Contract shall become the property of the City upon creation or submission. The Contractor shall retain no proprietary, copyright, or other rights to such materials, and they may be used by the City for internal recordkeeping, auditing, or statutory compliance purposes.

Any materials, information, or data provided by the City or the Grand Junction Municipal Court to the Contractor shall remain the exclusive property of the City and shall not be used, disclosed, or distributed for any purpose outside the scope of this Contract without the City's prior written consent.

This provision shall not apply to attorney work products, confidential communications, or case files protected by attorney-client privilege or governed by ethical duties of confidentiality. Appointed Counsel shall retain all rights and responsibilities regarding privileged materials in accordance with the Colorado Rules of Professional Conduct.

- 2.27. Patents and Copyrights:** The Contractor agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in case of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.28. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Solicitation and/or Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.

2.29. Expenses: All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the City.

2.30. Sovereign Immunity: The City expressly reserves and asserts all rights, privileges, and defenses available under Colorado's Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as well as all applicable case law interpreting and construing the same. Nothing in this solicitation or any resulting contract award shall be construed as a waiver of the City's sovereign immunity.

2.31. Public Funds & Non-Appropriation of Funds: Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

Accordingly, any contractual commitments extending beyond the fiscal year are subject to future budget approvals. This Contract shall include a non-appropriation of funds clause, ensuring compliance with Colorado law. If funds are not appropriated for subsequent fiscal years, the City reserves the right to terminate the Contract without penalty or liability.

2.32. Performance of the Contract: In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

2.33. Default: The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

Prior to termination, the City will provide written notice of the default and allow the Contractor a reasonable opportunity to cure the issue, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Contractor fails to cure the default within the time specified in the notice, the City may take appropriate corrective action, including procuring substitute services from another provider, and may hold the Contractor responsible for any resulting costs, damages, or losses.

This remedy is in addition to, and does not limit, any other rights or remedies available to the City under this Contract, at law, or in equity.

2.34. Definitions: Unless otherwise stated, the following definitions shall apply throughout this solicitation and any resulting Contract. Additional terms may be defined within

specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

- 2.34.1.** “Attorney,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor’s authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
- 2.34.2.** For the purposes of this solicitation and any resulting contract, the term “Contractor” refers to the individual attorney or law firm selected to provide Court-Appointed Counsel Services in accordance with C.R.S. §13-10-114.5. The Contractor is an independent legal professional or entity and shall not be considered an employee or agent of the City.
- 2.34.3.** “City” means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- 2.34.4.** The “Contract Sum” refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.
- 2.34.5.** A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:
- The Americans with Disabilities Act (ADA)
 - HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
 - The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
 - The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

All deliverables must adhere to these legal and technical requirements to ensure accessibility for individuals with disabilities.

- 2.34.6.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the

Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.

- 2.34.7.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 2.34.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.34.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.34.10.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under this Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, authorized to do business in Colorado with sufficient coverage for all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the City. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall secure appropriate retroactive dates and extended reporting periods for any claims-made policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

(a) Commercial General Liability

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

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It 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 provision for severability of interest.

(b) **Professional Liability Errors and Omissions**

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

TWO MILLION DOLLARS (\$2,000,000) aggregate

Continuous coverage or an extended reporting period shall be maintained for at least five (5) years after services are completed.

(c) **Cyber Liability Insurance**

TWO MILLION (\$2,000,000) for each occurrence, and

TWO MILLION (\$2,000,000) aggregate

The Contractor shall maintain Cyber Liability Insurance covering claims arising from data breaches, privacy violations, or unauthorized access to or use of personally identifiable information (PII) obtained while performing services under this contract.

This coverage shall remain in effect for the duration of the contract and at least one (1) year following contract termination

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

ONE MILLION DOLLARS (\$1,000,000) each accident

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

(e) **Workers' Compensation and Employers' Liability:** At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

3.1. Additional Insured Endorsement: The policies required by paragraphs (a) and (d) above shall be endorsed to include the City, 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 City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

- 4.1. Background:** The City intends to establish an eligibility pool from which to contract Court-Appointed Counsel Services in accordance with C.R.S. §13-10-114.5. Colorado law requires municipalities to ensure that indigent defendants facing potential incarceration for municipal code violations can access independent legal defense counsel. Such services are to be free from improper municipal or judicial influence, and the appointed counsel is to act in the client's best interest, consistent with constitutional and professional obligations.

The selected Proposer(s) shall provide competent, ethical, and independent representation, free from conflicts of interest or improper influence by the City, its officials, staff, or the Court.

- 4.2. Purpose and Intent:** This Request for Proposal seeks to engage one or more qualified attorneys to serve as Court-Appointed Counsel to represent indigent defendants appearing before the Grand Junction Municipal Court. Appointed counsel will be responsible for the full scope of representation in each assigned case—from initial advisement through disposition and, when necessary, post-disposition matters such as probation revocation hearings or appeals.

The City may award contracts to multiple attorneys to ensure coverage and accommodate conflicts or scheduling needs.

- 4.3. Scope of Services:** Appointed Counsel shall provide legal defense representation in matters assigned by the Municipal Judge and coordinated by the Municipal Court Administrator, which may include but are not limited to:

- Arraignments, advisement hearings, and bond hearings
- Pre-trial conferences and plea negotiations
- Trials and sentencing hearings
- Probation violation hearings
- Material witness representations
- Post-sentencing compliance reviews or contempt hearings
- Filing of appeals when required by law or court order

Representation shall begin upon appointment by the Court and continue through the final disposition of the case, including post-sentencing proceedings as directed. Appointed Counsel shall continue to represent the defendant in any matter scheduled at the time of sentencing unless released by the Court.

4.4. Independence and Evaluation Requirements: In accordance with C.R.S. §13-10-114.5, the provision of indigent defense services must be independent of municipal influence. To comply:

- The process of selecting Appointed Counsel shall be transparent and merit based.
- Appointed Counsel shall be evaluated by an independent entity to assess both competency and independence:
 - Within one (1) year of contract execution for new counsel
 - At least once every three (3) years for ongoing engagements

Evaluations may be conducted by an approved independent review panel, qualified attorneys unaffiliated with the City, or another entity compliant with the statute.

4.5. Professional Qualifications and Standards: The Appointed Defense Counsel must:

- Be licensed and in good standing with the Colorado Supreme Court and actively authorized to practice law in Colorado without restrictions or disciplinary sanctions.
- Possess a minimum of two (2) years of experience practicing criminal defense law in Colorado
- Maintain all required continuing legal education (CLE) hours
- Adherent to the Colorado Rules of Professional Conduct
- Follow all the rules of the Grand Junction Municipal Court and applicable state procedural laws

Appointed Counsel shall provide representation consistent with the ABA Standards for Criminal Justice and ensure effective advocacy and ethical service to indigent defendants.

4.6. Special Conditions/Provisions:

4.6.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

4.6.2. Records Retention and Confidentiality: Appointed Counsel shall maintain complete and accurate records for all cases assigned under this Contract, following the Colorado Rules of Professional Conduct, the Colorado Supreme

Court's record retention guidelines, and all applicable statutory or municipal requirements.

All records shall be retained for the period required by law and made available to the Municipal Court Administrator upon request, subject to attorney-client privilege and other applicable ethical protections. Nothing in this section shall be construed to require disclosure of privileged communications or other legally protected information.

Upon expiration or termination of the Contract, records shall be retained or securely disposed of in a manner consistent with applicable law and ethical obligations.

4.6.3. Key Staff Reassignment: Key Personnel identified in the proposal shall be contractually committed to the project. Substitutions or replacements shall not occur without the City's prior written approval.

4.6.4. Fee Proposal:

4.6.4.1. Compensation and Expenses

Proposals shall include a proposed compensation structure, which may consist of the following:

- Attorney Hourly rate (presumptive rate \$105 per hour)
- Support Personnel Hourly rate
- Any other costs required for full performance under the Contract

4.6.4.2. Reimbursable Expenses

Extraordinary expenses—such as expert witnesses, investigators, or transcription services—must be approved in writing by the Chief Financial Officer or designee before they can be incurred. Expenses incurred without such written pre-approval may **not** be reimbursed under any circumstances.

4.6.4.3. Non-Reimbursable Costs

The City shall not be responsible for any costs beyond the agreed-upon compensation, including but not limited to:

- Overhead or administrative costs
- In-county travel
- Legal research subscriptions (e.g., Westlaw or Lexis)
- Postage, phone, and technology fees

- Taxes, shipping, insurance, interest, or penalties
 - Attorney's fees, termination payments, or liquidated damages
- unless expressly authorized in the Contract Documents.

All fees and pricing submitted in response to this solicitation shall be considered subject to negotiation at the City's sole discretion.

- 4.6.5. Interpreter Services:** Interpreter services for non-English-speaking defendants shall be coordinated and provided by the Municipal Court Administrator for all in-court proceedings and, when reasonably necessary, for out-of-court attorney-client communications related to assigned cases.

Interpreter costs incurred independently by Appointed Counsel shall not be eligible for reimbursement unless expressly authorized in writing by the Chief Financial Officer or Designee before the expense is incurred.

- 4.6.6. Assignment and Conflict Management:** Case assignments shall be made by the Grand Junction Municipal Court Administrator based on availability. Defense Counsel Appointed shall:

- Promptly notify the Court Administrator of any actual or potential conflict of interest
- Submit written notice and request substitution when unable to represent a defendant ethically
- Coordinate with alternate counsel or formally request a withdrawal as appropriate, subject to Court approval

Court Assignment Disclaimer: The Grand Junction Municipal Court Administrator shall independently assign cases to the Appointed Counsel under the resulting contract. Neither the issuance of this solicitation nor the execution of a contract shall be construed to guarantee a minimum number of cases assigned. All appointments are made at the Court's sole discretion and are subject to availability and conflict screening.

- 4.6.7. Contract:** A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

- 4.6.7.1.** The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract and all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

4.6.7.2. Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

4.6.8. Municipal Court Administration: The designated Municipal Court Administrator, or other authorized representative as identified in writing by the City, shall be responsible for the oversight and coordination of all services performed under this Contract. This includes assignment of cases, verification of conflicts, and coordination of interpreter services.

During the contract term, all technical communications, case-specific correspondence, and notices related to the performance of services shall be directed to the Municipal Court Administrator. Following contract execution, the city will provide formal contact information for the Court Administrator under separate cover.

4.6.9. Contract Administrator: The Contract Administrator for the City shall be responsible for all matters related to the administration of the contract, including issuances of amendments, modifications, change orders, or general contract interpretation. All such inquiries shall be directed to:

Duane Hoff, Jr., CPPB
Contract Administrator
Email: duaneh@gjcity.org
Phone: (970) 244-1545

The Contract Administrator serves as the City's primary point of contact for administrative matters related to the contract. This role does **not** include oversight of legal services, case management, or work acceptance, which remains under the authority of the Chief Financial Officer and the Municipal Court Administrator or other designated City representative.

4.7. Contract Term and Renewal: The Contract shall become effective upon execution by all Parties and remain effective through **December 31, 2026**, unless otherwise terminated or amended under the terms set forth herein.

The City may, at its sole discretion, exercise the option to renew the Contract for up to three (3) additional one-year terms, contingent upon continued need for services, satisfactory performance by the Appointed Counsel, mutual written agreement of the Parties, and the appropriation of funds by the City Council.

Unless expressly modified by a duly executed written amendment, all terms, conditions, and **compensation** provisions outlined in the original Contract shall remain in full force and effect during any renewal period.

Tentative Calendar of Events:

Event and Details	Date/Time
Solicitation Issued / Posted Published via BidNet® Direct – RMEPS	May 9, 2025
Inquiry deadline <i>No questions are accepted after the close of business</i>	May 21, 2025
Final Addendum Issued (if applicable)	May 23, 2025
Proposal Submission Deadline Electronic submission via BidNet® Direct only	June 6, 2025, by 1:00 p.m. MDT
Evaluation of proposals Internal review by City-appointed committee	June 6-13, 2025
Interviews (if required) <i>Virtual or in-person, by City invitation only</i>	Tentative Interview Time Blocks: - June 18, 2025, 1:15–1:45 p.m. - June 18, 2025, 4:00–5:00 p.m. - June 20, 2025, 8:00 a.m.–12:00 p.m. <i>Exact times are subject to confirmation</i>
Notice of Intent to Award (tentative) Subject to evaluations and interview outcomes	June 26, 2025
Contract execution	TBD

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

- The platform offers both free basic registration and paid subscription plans. Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
- Please refer to the [BidNet Electronic Vendor Registration](#) page.
- The City does not control or administer the vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring successful submission. Technical assistance must be requested directly from BidNet at **(800) 835-4603** before the proposal deadline.

Late submissions will not be accepted under any circumstances.

5.2. Proposal Format

Page Limit Requirement: To ensure a fair and consistent review, proposals shall not exceed **ten (10) pages in total length**, excluding the required Solicitation Response Form in Section 7.0. This limit is strictly enforced. Proposals exceeding the page limit may be deemed non-responsive.

Proposals must be submitted as a **single, searchable PDF file** and organized according to the format outlined in **Sections 5.3 through 5.9**, to ensure a consistent and objective evaluation process.

Proposals should:

- Clearly express interest in serving as **Court-Appointed Counsel** for the Grand Junction Municipal Court.
- Highlight relevant legal experience, credentials, and capacity to provide indigent defense services in accordance with C.R.S. §13-10-114.5.
- Demonstrate a sound understanding of the Scope of Services and the professional obligations of independent legal representation.
- Be concise, well-organized, and free of promotional or non-relevant content

Failure to comply with the specified format or content requirements may result in disqualification.

5.3. Cover Letter

Proposers shall submit a cover letter summarizing its/his/her qualifications and interest in providing Court-Appointed Counsel Services. The letter must include:

- A summary of relevant legal experience and expertise
- The name, address, phone number, and email of the primary contact person
- Identification of the individual(s) authorized to make representations or legal commitments on behalf of the Proposer
- The signature of a duly authorized representative with legal authority to bind the firm, including printed name and title

By submitting a proposal, the Proposer certifies its agreement to comply with all requirements, conditions, and terms outlined in this solicitation, including adherence to applicable legal, professional, and ethical standards.

5.4. Solicitation Response Form

Proposers shall complete and submit the Solicitation Response Form provided in Section 7.0 as part of its proposal. Only the completed form is required; do not return the entire solicitation document unless indicating exceptions, proposed modifications, or marked changes to the terms and conditions.

5.5. Fee Proposal

The proposer(s) must include a **fee proposal** within the body of its submission, consistent with the requirements outlined in **Section 4.6.4**. The fee proposal shall include:

- A clear statement of the **proposed hourly rate** for attorney services (note: the City has established a presumptive rate of **\$105 per hour**)
 - Hourly rates for any proposed **support personnel**, if applicable
 - Any **additional direct costs** necessary for full performance under the Contract
-

5.6. Capacity, Credentials, Experience, and Qualifications

Proposers must demonstrate the legal capacity, experience, and professional qualifications necessary to perform the Scope of Services in a competent, independent, and timely manner. Proposals shall include the following:

- **Relevant Experience:** Summary of experience providing criminal defense or indigent representation in municipal, county, or state courts. Include any prior

appointments as court-appointed counsel, particularly in jurisdictions of similar size or structure.

- **Key Personnel:** Identify all attorneys who will perform services under the Contract, including bar status, relevant experience, and office location. If proposing as a firm, designate a lead attorney. All proposed personnel shall be contractually assigned; substitutions require prior written approval by the City.
 - **Prior Local Experience (if applicable):** If the Proposer or any team member has prior experience appearing before the Grand Junction Municipal Court, such experience should be briefly described, including frequency and types of cases handled.
 - **Comparable Engagements:** Up to two examples of similar engagements. For each, provide the client's name, scope of representation, duration, outcome (if known), and a current reference contact.
 - **Multilingual Capacity:** Identify any language capabilities among proposed counsel or staff that may support access to services for non-English-speaking defendants.
 - **Conflict Screening and Risk Mitigation:** Description of conflict-of-interest screening protocols and strategies to manage concurrent assignments, scheduling demands, and representation of in-custody clients.
 - **Change Management and Cost Control:** Brief examples of managing fluctuations in caseload, limited resources, or service adjustments under prior court-appointed arrangements.
-

5.7. Strategy and Implementation Plan

Proposers shall submit a concise plan for fulfilling the Scope of Services. The strategy may be presented in narrative or tabular format and should address the following elements:

- Proposed approach to legal service delivery and case management
- Coordination with the Municipal Court and designated City staff
- Availability and coverage planning, including conflict checks and substitute counsel procedures
- Implementation timeline and milestones
- (Optional) Value-added services, cost-saving strategies, or tools that enhance efficiency, communication, or transparency

The strategy should demonstrate the Proposer's readiness to perform the required services, responsiveness to the City's objectives, and understanding of the role of independent appointed counsel.

5.8. Experience and References

Proposers shall provide a minimum of two (2) professional references from clients, preferably municipal or public agencies, for whom comparable services have been provided within the past five (5) years. Each reference should include the following:

- Client name and agency
- Contact person's name, title, phone number, and email
- Brief description of services provided
- Dates of engagement
- Summary of challenges encountered and how they were addressed
- Key personnel involved

References may be contacted as part of the evaluation process to verify past performance, service quality, and overall client satisfaction.

5.9. Legal Proceedings and Litigation

Proposers must disclose any relevant legal proceedings, regulatory actions, or lawsuits involving the Proposer or its key personnel within the last five (5) years. For each, include:

- Summary of the issue
- Status or final disposition
- Any impact on the Proposer's ability to perform services

Failure to disclose legal matters may result in disqualification or termination of the contract.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City shall review all qualified proposals to determine the Proposer's capacity, qualifications, and demonstrated ability to perform the Scope of Services competently, ethically, and in a timely manner. The City will evaluate integrity, responsiveness, and the degree to which each proposal meets or exceeds the requirements outlined in this solicitation.

6.2. Intent

Only Proposers who meet the minimum qualifications and provide clear, complete, and responsive proposals will be considered. Proposals must establish the Proposer's ability to fulfill all obligations required to deliver Court-Appointed Counsel Services effectively.

6.3. Evaluation Summary

Proposals will be evaluated based on the criteria and relative weights outlined below. The City reserves the right to:

- Accept or reject any portion of a proposal
 - Consider past performance on previous contracts with the City or other public entities
 - Make an award, if any, in the best interest of the City
-

6.4. Scoring Methodology

Evaluation committee members shall independently score each qualitative criterion on a scale from 1 (low) to 10 (high) based on how well the proposal addresses the stated requirements. Final scores will reflect the weighted average across all evaluation factors.

6.4.1. Evaluation Criteria and Weighted Values (100%)

Evaluation Factor	Weight	Description
Responsiveness to Solicitation	10%	Completeness, accuracy, and compliance with submittal instructions.
Understanding of Services and Objectives	20%	Demonstrated understanding of the City's goals and statutory obligations under CRS §13-10-114.5.

Qualifications, Experience, and Credentials	35%	Depth of legal experience in criminal defense and indigent representation, including applicable credentials and relevant court-appointed work.
Strategy and Implementation Plan	35%	Clarity and feasibility of the proposed service delivery model, availability, case management strategy, and adherence to ethical standards.

6.4.2. Fee or Pricing will not be evaluated for this solicitation.

6.5. Shortlisting Proposers

The City may shortlist Proposers based on initial evaluations. This process includes:

- **Compliance Review:** Proposals will be reviewed for responsiveness and conformance with all mandatory requirements.
 - **Evaluation Matrix:** The Purchasing Agent will use a matrix to prioritize proposals based on overall scores. Clarifications may be requested as necessary.
-

6.6. Experience and Reference Checks

The City reserves the right to contact references and other relevant sources to verify past performance, qualifications, and reliability. This may include:

- Prior experience providing court-appointed or indigent defense services
- Professionalism, responsiveness, and quality of legal representation
- Adherence to contract terms, schedules, and ethical standards.

The City may also review publicly available disciplinary records, bar status, or other professional history as part of the evaluation.

6.7. Interviews

At its sole discretion, the City may invite top-ranked Proposers for an interview (virtual or in-person) to further evaluate experience, courtroom competency, and overall suitability. Interview details will be provided in advance.

6.8. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer(s) following the evaluation process. Negotiations may include:

- Revisions to proposed compensation or fee structure
- Clarifications to the scope of services or proposed methodology

- Other modifications necessary to ensure compliance with statutory or operational needs

The City may decline to negotiate with lower-ranked Proposers unless prior negotiations are formally concluded.

6.9. Award

The City reserves the right to:

- Award contracts to multiple qualified attorneys or firms to establish a pool of Appointed Defense Counsel
- Utilize a round-robin or rotational assignment process, coordinated by the Municipal Court, to ensure fair and conflict-free distribution of cases
- Make a partial award, defer award, or make no award, as deemed in the City's best interest
- Reject any or all proposals and waive minor informalities

Award decisions will be based on the best value, demonstrated qualifications, and compliance with C.R.S. §13-10-114.5.

6.10. Contract Execution

The selected Proposer(s) must execute a contract within the timeframe specified in the Notice of Intent to Award or as otherwise directed. Failure to do so may result in withdrawal of the award and reconsideration by the City, including but not limited to re-issuing the solicitation or selecting from among other qualified Proposers.

Final award and contract execution are contingent upon funding availability and all required approvals.

6.11. Notice of Intent to Award & Protest Procedures

A Notice of Intent to Award may be issued before final contract execution. Any formal protest must be submitted in writing following the City's [Procurement Policy](#) and within the specified timeframes.

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Section 7.0. Solicitation Response Form

RFP-5660-25-KF Court-Appointed Counsel Services Under C.R.S. §13-10-114.5

The proposer must submit the completed, dated, and signed form.

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform and provide the services described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City's sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal in a manner that restricts competition.
- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for ensuring that all Addenda have been received, reviewed, and acknowledged as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's City or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before contract execution.

Proposer Information and Authorization

Entity Name: _____

Authorized Agent Name & Title: _____

Authorized Agent Signature: _____

Telephone Number: _____

Email Address of Agent: _____

Business Address: _____

City, State, ZIP Code: _____

Date: _____