

RESPONSE COVER SHEET



Project No. 18-092

Part-time Substitute/Relief Municipal Court Judge: 2018 – 2019

The City of Pueblo is soliciting Statements of Qualifications (SOQ) to establish a pre-qualified list of attorneys and/or judges to act as a substitute and/or relief municipal court judge on an as needed basis for the above referenced timeframe in accordance with all the terms and conditions contained in this Request for Qualifications. Submittals will be received up to the hour of 2:00 PM (MT) on November 27, 2018, at the City’s Purchasing Office, 230 South Mechanic Street, Pueblo, Colorado 81003, 719-553-2350.

The undersigned, having carefully read and considered the Request for Qualifications for the above referenced project does hereby offer to perform such services on behalf of the City of Pueblo in the manner described and subject to the terms and conditions set forth in the attached RFQ. Services will be performed at the rates set forth in submitted proposal or as negotiated by all involved parties.

In submitting this Proposal, it is understood that the City of Pueblo reserves the right to reject any and all Statements of Qualifications (SOQ), and to waive any informalities in SOQ as submitted. Responder acknowledges that their firm is qualified in this area of work and has experienced personnel able to provide the required services. The City may request information substantiating the indicated requirements. Failure to provide this information may result in a vendor’s Proposal being declared non-responsive. It is the Responder’s responsibility to verify if any addenda were issued prior to submission of their bid.

Responder acknowledges and accepts that all components of and responses to this RFQ will be included and become a part of the final contract by reference.

The undersigned further states that this SOQ is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party.

RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED. RESPONDER MUST ATTACH A CERTIFICATE OF GOOD STANDING FROM THE STATE WHEREIN RESPONDER WAS ORGANIZED. (FOR COLORADO ATTORNEY’S, THE CERTIFICATE CAN BE DOWNLOADED AT THE COLORADO ATTORNEY REGULATION COUNCIL WEBSITE:

<http://www.coloradosupremecourt.com/Current%20Lawyers/DocumentRequests.asp>

(All contact information must be filled out and form submitted with Statement of Qualifications.)

RESPONDER (full lawful name; if other than an individual, include state of formation):

Name of Person with Authority to Bind Responder: _____

BY (Title of Person with Authority to Bind Responder): _____

ADDRESS (Office & PO Box) _____

PHONE _____ FAX _____

I. OBJECTIVE

The purpose of this Request for Qualifications is to establish a pre-qualified list of attorneys or judges to act as a substitute and/or relief municipal court judge on an as needed basis for the above referenced timeframe. This pre-qualified list of attorneys will effectively expire on December 31, 2019, unless extended in one-year increments, as determined by the Presiding Municipal Court Judge.

The City of Pueblo ("City") is a home rule city governed by its Charter and Municipal Code. Pueblo Municipal Court is a court of record and is open Monday through Friday from 8:00 a.m. until 5:00 p.m. The City of Pueblo has its own police department. The crimes heard in municipal court include general traffic offenses, general offenses (i.e. theft from merchant, battery, disorderly conduct, etc.), juvenile offenses (i.e. unlawful possession, loitering by minors after curfew, etc.), animal offenses (i.e. animal at large, vicious animal, cruelty to animals, etc.), and code offenses (i.e. weeds, litter, junk vehicle, etc.).

The objective is to choose reliable and experienced individuals with demonstrated knowledge and experience who can provide municipal court judge services in a comprehensive, timely and efficient manner. The City of Pueblo is seeking SOQs from qualified individual attorneys to perform the Scope of Services outlined below. The purpose of this Request for Qualifications to establish a pre-qualified list of attorneys to act as a substitute and/or relief municipal court judge on an as needed basis for the above referenced timeframe. The City reserves the right to extend the term of the pre-qualified list of attorneys in one-year increments, if needed, as determined by the Presiding Municipal Court Judge. All related legal services are to be included within the scope of services and shall be included with the fee for services as required.

II. QUALIFICATIONS

All attorneys responding to this request must meet the following minimum qualifications:

1. A current license to practice law in the State of Colorado for a minimum of five years.
2. Be in good standing in all jurisdictions and courts to which he/she has been admitted.
3. Have the present capacity, experience and qualifications to perform judicial functions as a substitute or relief municipal court judge as set out in the Scope of Services below and the contract attached hereto. Proposer is expected to be familiar with all ordinances, laws, and rules governing municipal courts.
4. Ability to determine compliance with applicable laws and ordinances and impose appropriate consequences for violation of the same consistent with the Court's Fine and Fee Schedule and policies.
5. Have reliability, character, integrity, good reputation, judgement, experience, and efficiency.
6. Have the availability and adaptability to meet the needs of the City of Pueblo.

III. SCOPE OF SERVICES

The substitute and/or relief municipal court judge will preside, on an as needed basis, over Municipal Court matters in which the Municipal Court has jurisdiction.

IV. POWERS AND DUTIES

- The Judge shall have all judicial powers and duties as provided in the City Charter, Pueblo Municipal Code and the Colorado Revised Statutes applicable to municipal judges, except as otherwise provided by Ordinance, Statute, or applicable rules.

- The Judge is authorized to exercise contempt powers, and enforce subpoenas issued by any board, commission, hearing officer, or other body or officer of the City authorized by law or ordinance to issue subpoenas, and all other powers inherent with the office.
- The Judge is authorized to impose appropriate sentences as provided by the City Charter, Pueblo Municipal Code and the Colorado Revised Statutes applicable to municipal courts consistent with the Court's Fee and Fine Schedule.
- The Municipal Court is open Monday through Friday 8:00 a.m. until 5:00 p.m.
- The Judge shall be under the direct supervision of, and serve at the discretion of, the Presiding Municipal Court Judge.

V. PROJECT TIME FRAME

Based upon his or her availability, the substitute or relief judge will serve on such dates and times the Presiding Municipal Court Judge is unable to preside over the docket due to docket congestion, absence from the court or other unavailability. This pre-qualified list of attorneys will effectively expire on December 31, 2019, unless extended in one-year increments, as determined by the Presiding Municipal Court Judge. Inclusion on the pre-qualified list of attorneys does not guarantee that the attorney will be asked to serve as a substitute or relief judge or that the attorney will serve a minimum or maximum number of hours as such. Anyone on the list may ask to be removed from the list at any time.

VI. EXPECTATIONS OF CITY

Anyone chosen for the pre-qualified list is expected to become familiar with the Pueblo City Charter, Pueblo Municipal Code, Colorado Municipal Court Rules of Procedure, Colorado Supreme Court rules governing municipal courts, Colorado Rules for Traffic Infractions, the Pueblo Municipal Court Fee and Fine Schedule, and all Court policies and procedures. Those chosen will be expected to observe the courtroom and meet with the Presiding Municipal Court Judge regarding policies and procedures prior to presiding over any courtroom proceedings. Those chosen are expected to attend all meetings scheduled by the Presiding Municipal Court Judge.

VII. COMPENSATION

Substitute or relief judges will be compensated at the rate of \$75 per hour. Substitute or relief judges will not be compensated for travel time. Substitute or relief judges will not be compensated for expenses unless prior approval is obtained from the Presiding Municipal Court Judge.

VIII. STATEMENT OF QUALIFICATIONS

Attorneys are required to include the following information. The responses shall be considered technical offers of what attorneys propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. Please attach your responses to these items to the Response Cover Sheet. Failure to respond to any of the following technical submittal requirements may be grounds for denying any SOQ.

This will be a Qualification Based Selection process. Proposals will only be considered individuals that demonstrate they have the required experience and qualifications and are capable of providing the required services.

Statement of Qualifications should include:

1. Name of individual, address, phone, and e-mail address.

2. A cover letter describing the individual's ability to perform the scope of work along with their availability, professional qualifications, specific expertise, and education.
3. A resume of the individual's background and experience emphasizing their municipal law experience and level of responsibility in this area.
4. Specific information on the certification, licensure/registration and continuing education training for the preceding calendar year, including such information as may be necessary to establish that the applicant is an active attorney at law admitted to practice in Colorado.
5. Please disclose any conflicts of interest that you may have in relation to the City of Pueblo.

The proposal must be signed by the applicant. Signature on the Proposal Cover Sheet will indicate proposer's agreement to be governed by the City and its General Provisions and to comply with all Terms and Conditions set forth in this solicitation unless specific written exception is noted.

Failure to read the Request for Qualifications and these instructions will be at the proposer's own risk. Corrections and/or modifications received after the closing time specified may not be accepted. All corrections must be initialed in ink by the person signing the Proposals.

Individuals should submit three (3) complete copies (one of which must be an unbound, untabbed original).

IX. WRITTEN AGREEMENT

This Request for Qualifications, the Response to Request for Qualifications and signed Written Selection shall constitute the full agreement between the parties. The applicant understands that the selection does not constitute an employment contract. The individual serves at-will and at the discretion of the Presiding Municipal Court Judge. Signature on the Response Cover Sheet shall serve as an acknowledgment that the prospective judge is willing and able to perform the scope of services set forth herein if their SOQ is accepted.

X. OMISSIONS

Should the City omit anything from the RFQ which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, then the firm submitting the SOQ shall secure clarification in writing from the Municipal Court Judge at least seventy-two (72) hours prior to the time of the opening date given above.

XI. ACCEPTANCE/EVALUATION OF STATEMENT OF QUALIFICATIONS

Proposers must complete and return the entire Request for Qualifications packet. A selection committee consisting of City staff members shall evaluate and select the best qualified proposers to provide the required services based on the completed Proposal responses, contingent upon contract award by City Council. The selection committee shall be the sole judge in determining how the evaluation process shall be conducted and what attorneys shall be considered for award as deemed to be in the best interest of the City.

A list of qualified attorneys will be developed following the evaluation of each proposal. Municipal Court will use the list to appoint substitute judges on an as needed on a rotating basis.

The City reserves the right to reject any or all proposals for any or all items covered in the Request for Qualifications, to waive informalities or defects in bids or to accept such proposals as it shall deem to be in its best interest. The City also reserves the right to discontinue the qualification process, without notice, at any time during the calendar year if the process is not working in its best interest.

XII. REJECTION OF STATEMENTS

No SOQ shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or fees or that has defaulted, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Proposer will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.

XIII. SOQ OWNERSHIP/CONFIDENTIALITY

All SOQs, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the proposer. The only documents that will be considered confidential will be financial statements or trade secrets that are specifically marked "CONFIDENTIAL" on each page. All other documents submitted to the City may be subject to the Colorado Open Records Act. SOQs that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.

XIV. PERA LIABILITY

The Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Contractor shall fill out the questionnaire attached as Exhibit A and submit the completed form to City as part of the signed Agreement.

XV. DEBARMENT

By submitting this SOQ, the bidder certifies that neither he, his company, nor its principals is presently debarred, suspended, in the process of debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency

XVI. EQUAL OPPORTUNITY

The City of Pueblo is an Equal Opportunity Employer. Proposer will commit to and meet the nondiscrimination and equal employment requirements of section 1-8-3, P.M.C. (available for review at www.pueblo.us/purchasing) Minority and Woman Owned Businesses are encouraged to submit an SOQ.

The City of Pueblo will make every effort to ensure that all interested Proposers are treated fairly and without discrimination throughout the solicitation, evaluation and selection process. The procedures established herein are designed to give all interested parties reasonable access to the same relevant information.

XVII. COST OF DEVELOPING PROPOSALS

All costs related to the preparation of the Statement of Qualifications and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by Proposer throughout the entire selection process.

XVIII. ELIGIBILITY FOR EMPLOYMENT

Compliance with Immigration and Control Act. Proposer shall certify that it has complied with the United States Immigration and Control Act of 1986. All persons employed by Proposer for performance of the Court Appointed Attorney Services Agreement are required to complete and sign Form I-9 verifying their identities and authorization for employment.

State-Imposed Mandates Prohibiting Illegal Aliens from Performing Work Under this Contract. At or prior to the time for execution of the Court Appointed Attorney Services Agreement, the Proposer shall submit its certification that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Proposer will participate in either the E-Verify Program created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to Section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

XIX. ADDITIONAL INFORMATION

For all questions regarding this solicitation, please submit your inquiry in writing to the Purchasing Department at Purchasing@pueblo.us no later than three business days of the date of opening deadline. Any changes or revisions to our published RFQ specifications will be through written addendum posted on the Purchasing Department web page. It is entirely the prospective Attorney's responsibility to check the City Purchasing website (www.pueblo.us/purchasing) for any addenda that may be available. It is also the prospective Attorney's responsibility to contact the Purchasing Department for substantive questions on any subject matter within the RFQ.

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
 SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
 ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ____, No ____. *(Must sign below whether you answer "yes" or "no".)*

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No ____. If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business: _____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name	Name
Address	Address
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege of doing business with the City of Pueblo.

Signed _____, 20 ____.

 By: _____
 Name: _____
 Title: _____

 For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.