

Request for Proposals for Legal Services for the Town of Mountain Village

Issued: June 15, 2020

Submission Deadline: July 24, 2020 4:00 P.M. M

Article I. INVITATION AND DESCRIPTION OF REQUIRED LEGAL SERVICES

Section 1.01 Invitation to Respondents

This Request for Proposals (the “RFP”) is an invitation by Town of Mountain Village (the “Town”) to submit proposals from qualified law firms and individual attorneys to provide legal services to the Town. Potential Respondents to the RFP should be aware that the Town is also considering hiring a staff attorney as an alternative or in addition to securing the legal services of an outside individual or firm. Recruiting for a staff position will be underway parallel to this RFP, and individuals may respond to both requests.

Section 1.02 The Town of Mountain Village

Incorporated in 1995, Mountain Village is organized as a Home Rule Municipality under the constitution of the State of Colorado. Mountain Village is located in southwest Colorado in San Miguel County, and is adjacent to, and connected by gondola to, Telluride, Colorado. Mountain Village is approximately 1-1/4 hours south of Montrose, Colorado. The Town operates under a Council-Mayor form of government with seven council members (one of whom is elected by the Council to serve as Mayor). The Town employees are managed by the Town Manager, who is appointed by the Town Council.

The Town, and with its most important partners the Town of Telluride, Telluride Ski and Golf (“TSG”), and the Telluride Mountain Village Homeowners Association (“TMVOA”) is considered one of the premier resort destinations in the United States. A nationally ranked ski resort, golf resort, and recreation center in both winter and summer, the Town’s operations are geared to serve approximately 1,400 year-round residents, a sizeable number of second homeowners, and hundreds of thousands of visitors annually. Our gondola now records over 3 million rides per year, and the Town’s hotels, resort rental units, restaurants, and retail serve a growing number of domestic and international guests.

Section 1.03 The broad services provided by Town of Mountain Village employees across the various funds include the following:

- (a) **Transportation:** Operation of the Gondola, which serves different sections of Town as well as connects to the Town of Telluride; operation of an intra-town bus service, as well as a bus service between the Town and Telluride during off-season; coordination with the San Miguel Authority for Regional Transportation (SMART) for regional public transportation; free and for-fee town parking
- (b) **Public Safety:** 24/7 police protection, vehicle and foot patrol, crime prevention and law enforcement, traffic and parking enforcement, special event support, regional preparedness; and 24/7 professional fire response (structural and wildland), emergency medical services, hazardous material response, and other protection services through a regional fire district
- (c) **Public Works Operation:** maintenance and improvement of streets, walkways, bridges, parking lots, parks, play features, public structures, underground distribution or collection lines and appurtenances, trees, and other public infrastructure
- (d) **Water and Wastewater Treatment and Distribution of Municipal Water:** and through a regional wastewater treatment facility safe collection, treatment, and safe discharge of wastewater
- (e) **Planning and Development Land Use and Zoning:** administrative review of development plans,

subdivision exemptions, building permits and sign permits, long range and current planning, grant writing and reporting

- (f) Community Services: Town-owned and operated infant care, childcare, and pre-school facility; Town-owned and operated deed restricted housing project (Village Court Apartments); Town-owned and operated broadband and cable services
- (g) Recreation Coordination: with recreation provided by Telluride Ski and Golf, including ski resort operations, golf, bike park, and canopy tours; platform tennis, disc golf, hiking and biking trails
- (h) Administrative Services: liquor licensing; vendor and special event permitting; billing and collection of water and wastewater services; municipal court; grant writing and reporting; payroll, accounts payable, accounts receivable, budgeting, financial reporting, cash management / treasury; human resources; legal; risk management, records management; public information, resort marketing, business development, and communication; and other general government and administrative services

Section 1.04 Description of Required Legal Services

- (a) General Legal Counsel
 - (i) Act as legal counsel for Elected Officials, Town Boards/Commissions, Town Manager, and staff, providing a balance of the legal risks and opportunities with the operating needs of the Town
 - (ii) Familiarity with all ordinances, state or federal laws, and to inform any legislative matters or changes that may affect the Town.
 - (iii) Draft, review or present agreements, bonds, contracts, ordinances, resolutions, staff reports, and other written instruments pertinent to Town functions or that will be considered by Town Council or the Town Administrator and provide a legal opinion as to the consequences of such documents.
 - (iv) Provide interpretation and written and oral legal opinions on municipal code and State Statutes.
 - (v) Represent the Town in all Municipal Court hearings.
 - (vi) Provide guidance on personnel matters, including employee disciplinary and grievance matters when requested (Colorado Intergovernmental Risk Sharing Agency provides support in this area)
 - (vii) Involvement in liquor licensing issues as needed.
 - (viii) Assist elected officials and staff in maintaining awareness of legal and ethical standards.
 - (ix) Provide a legal perspective on leading trends in management of the day to day operations of a municipal government
 - (x) Review various municipal policies for legal compliance when requested.
- (xi) Elected Officials
 - a) Attendance at Town Council and Town Manager's Directors' meetings, and other meetings as requested.
 - b) Preparation for Executive Sessions of the Council, with special attention to appropriate agenda items and counsel on topics to be discussed.
 - c) Provide training and advice to elected officials on roles, responsibilities, and potential liability.
- (xii) Land Use:
 - a) Drafting and interpreting land use code and Comprehensive Plan, advising staff and Town Council concerning policy and enforcement.
 - b) Drafting, reviewing and presenting legal documents relating to acquisitions, easements,

variances, annexations, subdivisions, zoning, rights-of-way and other land uses.

(xiii) Real Estate:

- a) Drafting and reviewing contracts and agreements relating to the purchase, sale, transfer or lease of land or improved property.
- b) Assisting in negotiations related to the purchase, sale, transfer or lease of land or improved property.

(xiv) Litigation: Manage, conduct and/or oversee litigation in all Courts. In special or complex matters, assist the Town in obtaining services of outside counsel and act as liaison to staff and elected officials.

(xv) Other: Perform other legal services and tasks, as requested.

Section 1.05 MINIMUM QUALIFICATIONS REQUESTED

(a) In order to be considered, the firm or individual presenting the proposal must be:

- (i) Licensed by the Colorado State Bar & in good standing.
- (ii) Have at least 7 years of experience providing legal services with preference given to experience relevant to local government.
- (iii) Experienced in general municipal procedures involving Town Council procedures under the Colorado Open Meetings Law, the Colorado Open Records Act, liquor licensing and municipal election law.
- (iv) Experienced in community development in Colorado with the ability to negotiate, draft, review and present legal agreements and documents relating to development and land use.

Article II. PART 2 – SUBMISSION INSTRUCTIONS

Section 2.01 RFP Contact

- (a) For the purposes of this procurement process, the “RFP Contact” will be: Kim Montgomery, Town Manager: (970) 369-6411 or kmontgomery@mtnvillage.org
- (b) Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Town, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Respondent and the rejection of the Respondent’s proposal.

Section 2.02 Type of Contract for Deliverables

The selected Respondent will be requested to enter into negotiations to finalize an agreement with the Town for the provision of legal services. The terms and conditions found in this RFP are to form the basis for commencing negotiations between the Town and the selected Respondent. It is the Town’s intention to enter into an agreement with one (1) legal entity; however, the Town reserves the right to reject all proposals. Joint proposals will be considered; however, the proposal must identify one (1) Respondent as the lead Respondent.

Section 2.03 RFP Timetable

(a) Key Dates

June 15, 2020

Issue Request for Proposal

July 6, 2020

Deadline for Statement of Preliminary Interest

July 6, 2020	Deadline for Questions
July 13, 2020	Q&A Posted
July 24, 2020, 4:00 PM	Deadline to Submit Proposals & Opening of Proposals
Week of July 27, 2020	Review Proposals, Check References, etc.
August 3, 2020	Finalize Recommendation for Interviews
Week of August 10, 2020	Town Council and Staff Interviews
August 20, 2020	Town Council Selection of Attorney or Firm
September 1, 2020	Execution of Agreement

(b) The RFP timetable may be amended by the Town by sending notice to all potential Respondents.

Section 2.04 Statement of Preliminary Interest

In order to communicate with potential respondents throughout the RFP process, interested parties are requested to submit a statement of preliminary interest. This statement should be in the form of an email to the RFP Contact expressing interest in the RFP and include the Respondent's name, firm name if applicable, email address, and phone number. This communication may be combined with the communication listing any questions regarding the RFP. This statement of preliminary interest does not obligate the sender to submit a proposal, just an interest in receiving further communication regarding the RFP from the Town.

Section 2.05 Submitting Questions

Questions regarding the terms, legal responsibilities, or other portions of the RFP are to be submitted in writing to the RFP Contact before the deadline. Those questions and answers will be posted to the all parties who have submitted a statement of preliminary interest by the date listed above. Any questions submitted after the deadline may be considered and responded to; however, there is no guarantee that late questions will be responded to.

Section 2.06 Submission of Proposals

- (a) Proposals must be submitted in the form described in Appendix B. No proposals will be considered in an alternate format.
- (b) Proposals to be Submitted on Time
- (c) Proposals must be submitted and finalized on or before the Submission Deadline set out in the RFP Timetable.
- (d) It is the Respondent's responsibility to submit complete and timely submittals. The Town shall not be responsible for any failure to submit complete and timely submittals for any reason.

Section 2.07 Proposals to be Submitted in Prescribed Format

Submission materials should be prepared in the file formats listed under Requested Information.

Section 2.08 Amendment of Proposals

Respondents may amend their proposals prior to the Submission Deadline by un-submitting the proposal and re-submitting a revised proposal prior to the Submission Deadline. Amendment of Proposals shall not be allowed after the Submission Deadline.

Section 2.09 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement between the successful Respondent and the Town, a Respondent may withdraw a submitted proposal by sending a written notice of withdrawal to the Town to the RFP Contact and must be signed by an authorized representative of the Respondent.

[End of ARTICLE II]

Article III. EVALUATION, NEGOTIATION, AND AWARD

Section 3.01 Stages of Evaluation and Negotiation

The Town will conduct the evaluation of proposals and negotiations in the following stages:

Section 3.02 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Town will issue the Respondent a rectification notice identifying the deficiencies and providing the Respondent an opportunity to rectify the deficiencies within a period of time set by the Town (the “Rectification Period”). If the Respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The mandatory submission requirements are set out below.

Section 3.03 Stage II – Evaluation

The Town will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria herein.

Section 3.04 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out herein. The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

Section 3.05 Stage IV – Interview

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the Respondents will be initially ranked based on their total scores. The top three Respondents will be contacted to arrange interviews. The interviews will be conducted by phone, teleconference, or in person at the discretion of the Town. One or more of the Respondents representatives will interview with representatives of the Town staff and Town Council.

Section 3.06 Stage IV – Initial Negotiations

The Town will notify the top ranked Respondent of its intent to enter into negotiations with the Respondent. During these negotiations, the Town will provide the selected Respondent with any additional information and will seek further information and proposal improvements from the selected. Negotiations may include requests by the Town for supplementary information from the Respondent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing or performance terms from the Respondent. In the event the Town reaches verbal agreement with the Respondent, the Town and the selected Respondent shall enter into a final agreement by not later than the Execution of Agreement Deadline.

Section 3.07 Stage V – Final Agreement Negotiations

Once Negotiations are finalized and a written agreement is recommended by the RFP Selection Committee, the RFP Selection Committee shall refer the matter for Town Council consideration at a publicly noticed and agendaized meeting. A written agreement shall not be considered fully approved and binding upon the Town until approved by a majority of Town Council and executed by the Mayor.

[End of ARTICLE III]

Article IV. TERMS AND CONDITIONS OF THE RFP PROCESS

Section 4.01 General Information and Instructions

Section 4.02 Respondents to Follow Instructions

Respondents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

Section 4.03 No Incorporation by Reference

The entire content of the Respondent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the Respondent's proposal but not attached will not be considered to form part of its proposal.

Section 4.04 Past Performance

In the evaluation process, the Town may consider the Respondent's past performance or conduct on previous contracts with the Town or other institutions. The Respondents must provide information on similar legal services they have provided to clients.

Section 4.05 Information in RFP Only an Estimate

The Town encourages all Respondents to conduct their own due diligence in order to verify the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Respondents the general scale and scope of this RFP. It is the Respondent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

Section 4.06 Respondents to Bear Their Own Costs

The Respondents will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

Section 4.07 Proposal to be Retained by the Town

The Town will not return the proposal or any accompanying documentation submitted by a Respondent and all such information submitted shall become a public record.

Section 4.08 No Guarantee of Agreement

The Town makes no guarantee that it will award an agreement to any of the Respondents. The Town may terminate this RFP process at any time without reaching an agreement with any of the Respondents.

Section 4.09 Communication after Issuance of RFP

(a) Respondents to Review RFP

Respondents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Town is under no obligation to provide additional information, and the Town is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Respondent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Town is not responsible for any misunderstanding on

the part of the Respondent concerning this RFP or its process. All questions asked by any Respondent shall be responded to by the RFP Contact to all Respondents who submit questions by the Deadline for Questions.

(b) Verify, Clarify, and Supplement

When evaluating proposals, the Town may request further information from the Respondent or third parties in order to verify, clarify, or supplement the information provided in the Respondent's proposal. The Town may revisit, re-evaluate, and rescore the Respondent's response or ranking on the basis of any such information. The Town will contact references provided by Respondents and will include responses from those references in their evaluation process and decisions.

(c) Notification and Debriefing

Once an agreement is executed by the Town and a Respondent, the other Respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

Section 4.10 Conflict of Interest and Prohibited Conduct

(a) Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where: in relation to the RFP process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its proposal that is not available to other Respondents; (ii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (iv) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair.

(b) Disqualification for Conflict of Interest

The Town may disqualify a Respondent for any conduct, situation, or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

Section 4.11 No Lobbying

Respondents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected Respondent.

Section 4.12 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Town; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

Section 4.13 Procurement Process Non-Binding

No Contract and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process. For greater certainty and without limitation: this RFP will not give rise to any contract claim based tendering or any other legal obligations arising out of any process contract or collateral contract; and neither the Respondent nor the Town will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honor a proposal submitted in response to this RFP.

Section 4.14 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective Respondents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any service will be created between the Respondent and the Town by this RFP process until the successful negotiation and execution of a written agreement is completed.

Section 4.15 Cancellation

The Town may cancel or amend the RFP process without liability at any time.

[End of ARTICLE IV]

Article V. APPENDIX B – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the Respondent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Name(s) of any other persons who may speak on behalf of the Respondent:	
Street Address:	
City, State, Zip:	
Phone Number:	
Firm Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The Respondent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Town and the Respondent unless and until the Town and the Respondent execute a written agreement.

3. Ability to Perform

The Respondent has carefully examined the RFP documents and has clear and comprehensive knowledge of the performance required. The Respondent represents and warrants its ability to perform in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Addenda

The Respondent is deemed to have read and taken into account all addenda issued by the Town prior to the Deadline for Issuing Addenda.

5. No Prohibited Conduct

The Respondent declares that it has not engaged in any conduct prohibited by this RFP.

6. Conflict of Interest

The Respondent must declare all potential Conflicts of Interest, as defined in the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees/members or agents of the Town.

7. Disclosure of Information

The Respondent hereby agrees that any information provided in this proposal, shall become a public record. The Respondent hereby consents to the disclosure of this proposal by the Town as required by the Colorado Open Records Act.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the Respondent.

Article VI. APPENDIX C – PRICING

Section 6.01 Instructions on How to Provide Pricing

- (a) Respondents should provide a rate sheet for the legal services to be provided, including any differentiated pricing by other members of the firm or for sub-contracted services.
- (b) Bids must be provided in US Dollars.

Section 6.02 Evaluation of Pricing

Pricing is worth 20 points of the Initial Evaluation total score out of 100 total points

Article VII. APPENDIX D – RFP PARTICULARS

Section 7.01 Mandatory Submission Requirements

- (a) Submission Form (Appendix B)
- (b) Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Respondent.

Section 7.02 Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

Section 7.03 Rated Criteria

The following sections set out the categories, weightings, and descriptions of the rated criteria for the RFP.

Initial Evaluation Criteria

The following categories, weightings, and descriptions will be used in the initial evaluation of rated criteria during the evaluation process (Evaluations), as described in Part 2 of this RFP. These criteria apply to initial proposals submitted by all Respondents.

Rated Criteria Category	Weighting (Points)
Experience with municipal legal issues	30 points
Understanding of federal, state, and county laws and regulations	20 points
Experience with or ongoing interest in the historical and current legal issues in the Town of Mountain Village	10 points
History of ethical practice	20 points
Pricing (See Appendix C for details)	20 points
Total Points	100 points

Section 7.04 Experience with municipal legal issues

- (a) History of experience with Colorado municipalities’ legal issues will be key. Length of experience as well as breadth of types of legal issues will be considered.
- (b) Names and titles of Respondent as well as all anticipated colleagues, if any, should be submitted, along with education, experience, and bar status.
- (c) Weighting will favor experience with property law and human resources law.
- (d) As the Town manages several commercial operations, experience with commercial law would be a plus

Section 7.05 Understanding of federal, state, and county laws and regulations

- (a) Experience with laws and regulations outside of the municipality that pertain to municipal legal issues will be considered.
- (b) Understanding of Colorado state laws and regulations that relate to human resources, tax and finance, environmental law, and real property will be most important.
- (c) Experience with or ongoing interest in the historical and current legal issues in the Town of Mountain Village
- (d) A history of working in or with the Town on legal issues will be a benefit.
- (e) Residence in the Town or a neighboring town or a willingness to establish residence will be an important consideration.

Section 7.06 History of ethical practice

- (a) A description of the ethical standards by which the Respondent and firm, if applicable, abide by should be provided.
- (b) References that can give closely observed ethical practice of the Respondent will be important and will be heavily weighted.
- (c) State bar complaints or rulings will be checked.

Section 7.07 Pricing

- (a) A rate schedule of charges should be included, including any differentiated pricing by colleagues or contract services. Also included should be a schedule of administrative charges not covered by the rate schedule.
- (b) The Town reserves the right during the negotiation phase to consider the proposed pricing and negotiate the final agreed upon amounts.