

REQUEST FOR PROPOSAL

#6752

INDIGENT LEGAL REPRESENTATION FOR FELONY CASES WASHTENAW COUNTY TRIAL COURT

Issued By:

Washtenaw County Trial Court &
Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6752

October 10th, 2013

Washtenaw County Purchasing Division on behalf of The Washtenaw County Trial Court is issuing a sealed RFP #6752 for Indigent Legal Representation for Felony Cases.

Sealed Proposals: Vendor will deliver **one (1) unbound original** and **three (3) bound copies** each with the pricing page flagged to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Thursday, Nov. 7th, 2013 at 2:00 pm

A **Mandatory Pre Bid meeting** will be held in the Court Administration conference room in the Trial Court building, 101 E. Huron, Ann Arbor, Michigan on Friday October 18th at 10:00 a.m.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope must be clearly marked "**SEALED RFP#6752**".
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Dept contact **via e-mail only** at email.dwyerd@ewashtenaw.org.

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Trial Court”	Washtenaw County Trial Court

II. TERMS

A. The Trial Court reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the Trial Court may consider. The Trial Court does not intend to award a contract fully on the basis of any response made to the proposal; the Trial Court reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that Contractor whose proposal is deemed to best meet the Trial Court’s specifications and needs.

B. The Trial Court reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Trial Court to be in the best interests of the Trial Court even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the Contractor's ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *Contractor shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

BID #6752 Indigent Legal Representation for Felony Cases

F. In the event the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the Trial Court shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The Trial Court shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of three (3) year(s), with an option to renew for an additional two (2) years, pending agreement by both parties. The extensions would be for one year at a time and would follow the same terms and conditions in the contract.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of Contractor's knowledge, there exists no actual or potential conflict between Contractor, the Trial Court or the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the Trial Court regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. The Trial Court assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the Trial Court and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

BID #6752 Indigent Legal Representation for Felony Cases

III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.
(Attach as Addendum A)
- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.
(Attach as Addendum B)
- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.
(Attach as Addendum C)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

Background:

This request for indigent legal representation services for the Trial Court is for legal representation primarily for defendants in Felony cases and secondarily as back-up representation for parties involved in juvenile delinquency cases and child abuse and neglect cases.

Indigent Legal Representation Services

1. Substantive Duties

- a. Provide legal representation for all felony level cases with which the Washtenaw County Public Defender's office has a conflict.

BID #6752 Indigent Legal Representation for Felony Cases

- b. Provide back-up legal representation for the juvenile case contractor as needed and required by conflicts.
- c. Be able to be reached and appear in a timely manner when appointments are being made.
- d. Prepare for and attend all court hearings, settlement conferences, scheduling conferences and client meetings.
- e. Perform necessary legal research, draft, and file and arrange for service of all necessary pleadings, memos, correspondence and other documents.

2. Administrative Duties

- a. The Contractor will use, review and update all forms and official documents necessary to the fulfillment of legal representation responsibilities.
- b. The Contractor will be responsible to maintain confidentiality with regards to cases and information pertaining to any assigned clients.
- c. The Contractor will perform other such duties as may be required by law or necessary as determined by the Trial Court.
- d. The Contractor will work closely with the Trial Court and the Washtenaw County Public Defender's office to ensure a smooth working relationship.
- e. The Contractor will guarantee that each attorney assigned is qualified to provide the highest quality of legal services for the situation and for the individual(s) being served.
- f. The Contractor will maintain detailed records regarding each assigned case and maintain a conflicts database.
- g. The Contractor assures that administrative services provided by the attorneys backing up the attorneys for the Juvenile Division contract conform to the requirements stated in 1 through 10 below.

Minimum Requirements for Attorneys Handling Felony Cases:

- 1. The Contractor must have a minimum of two (2) attorneys meeting all relevant requirements.
- 2. Each attorney must be licensed to practice law in the State of Michigan.

BID #6752 Indigent Legal Representation for Felony Cases

3. Each attorney must be a member in good standing of the State Bar of Michigan.
4. Each attorney must have maintained an active criminal practice in Washtenaw County for at least two years prior to application.
5. Each attorney must maintain an active office in Washtenaw County.
6. Each attorney must be able to get to and from all court hearings, client meetings, visits, etc. using their own transportation that is properly insured and must provide copies of insurance and renewals to the Washtenaw County Trial Court, and must have valid drivers license.
7. Each attorney must work closely with and maintain a positive working relationship with the Washtenaw County Public Defender's office.
8. Each attorney must maintain and monitor a fax machine and e-mail address and must have internet access. Each attorney also must maintain and monitor a cell phone number unless the firm maintains full time secretarial staff.
9. Each attorney must report any conflict of interest immediately to the Washtenaw County Trial Court Administrator in writing or email.
10. One attorney must meet the requirements for A List felony appointments which include completing the Detroit/Wayne County Criminal Advocacy Program (or a similar program); or have (1) year of experience with a public defender's office, or verify and present their felony case experience to the court for approval and one attorney must meet the requirements for B list felony appointments which include certifying in writing that they have tried, as first chair, at least three (3) felony cases and provide case numbers for those cases.
11. One attorney must have served as first chair on one Delinquency and one Neglect/Abuse case in Washtenaw County.

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

PROFESSIONAL SERVICE CONTRACT

CR_____

AGREEMENT is made this _____ day of _____, 2013, by the WASHTENAW COUNTY TRIAL COURT, 101 E. Huron, Ann Arbor, Michigan ("Court") and ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will perform the following duties and responsibilities as needed:

Duties of Contractor:

The Contractor will ensure appropriate legal representation is provided to indigent criminal defendants appearing before the Washtenaw County Trial Court.

Administrative Services:

1. The Contractor will provide management oversight to any staff for the conduct of timely and efficient services pursuant to this contract.
2. The Contractor will recommend, approve, review and update all forms and official documents necessary to the fulfillment of legal representation services responsibilities.
3. The Contractor will be responsible to maintain attorney-client confidentiality with regard to cases and information pertaining to any assigned clients.
4. The Contractor will perform other such duties as may be required by law or necessary to the performance of this contract as determined by the Trial Court.
5. The Contractor will work closely with the Trial Court and the Washtenaw County Public Defender's office to ensure a smooth working relationship between the parties.
6. The Contractor will guarantee that each attorney acting under this contract is qualified to provide the highest quality legal representation to indigent defendants and respondents appearing before the Washtenaw County Trial Court.
7. The Contractor will maintain detailed records regarding each assigned case, and must notify the Juvenile Contractor and in the case of a conflict shall expeditiously transfer the case to that contractor.
8. The Contractor assures that administrative services provided by each attorney acting under this contract shall conform to the requirements stated in 1 through 7 above.
9. The Contractor shall provide legal representation beginning at the Preliminary Examination stage and continuing through sentencing and after as required (i.e. restitution hearings, show cause hearings, parole violation hearings) for all felony level cases with which the Washtenaw County Public Defender's office has a conflict, excluding appeals.

BID #6752 Indigent Legal Representation for Felony Cases

10. The Contractor shall provide back-up legal representation for the juvenile case contractor as needed and required by conflicts.
11. The Contractor must be able to be reached and appear in a timely manner when appointments are being made.
12. The Contractor must prepare for and attend all court hearings, settlement conferences, scheduling conferences and client meetings.
13. The Contractor must perform necessary legal research, draft, and file and arrange for service of all necessary pleadings, memos, correspondence and other documents.

ARTICLE II - COMPENSATION

The compensation for this contract shall be one hundred seventy five thousand dollars (\$175,000) per year to the Contractor. This sum shall be payable in equal monthly increments.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Trial Court Administrator and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Trial Court Administrator.

Section 4 - The Court may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Trial Court Administrator.

Section 6 - After reasonable notice to the Contractor, the Court may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **February 1st, 2014** and ends on **January 31st, 2017**, with an option to extend an additional two years.

ARTICLE V- PERSONNEL

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without the Trial Court's written approval.

Section 2 - The Contractor will not hire any Trial Court employee for any of the required services without the Court's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the Trial Court for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned by or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify Washtenaw County, the Trial Court, their officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County or the Trial Court in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor..

ARTICLE VII- INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Trial Court shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County and the Trial Court shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

BID #6752 Indigent Legal Representation for Felony Cases

Insurance companies, named insured's and policy forms may be subject to the approval of the Trial Court Administrator, if requested by the Trial Court Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or the Trial Court. Contractor shall be responsible to Washtenaw County, the Trial Court or insurance companies insuring Washtenaw County and the Trial Court for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Trial Court Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Trial Court Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Trial Court Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County Trial Court Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT, COUNTY AND COURT

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County, the Trial Court or member of their governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for

BID #6752 Indigent Legal Representation for Felony Cases

the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Trial Court may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.64 per hour with benefits or \$13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30th, 2013 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the Trial Court and the Contractor, their successors and assigns. Neither the Trial Court nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving one hundred twenty (120) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Contractor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the Trial Court. Any publication of the information or results must be co-authored by the Trial Court.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Trial Court against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Trial Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

WASHTENAW COUNTY TRIAL COURT

CONTRACTOR

By: _____
Donald E. Shelton (DATE)
Chief Judge
Washtenaw County Trial Court

By: _____
Contractor (DATE)

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum
Clerk/Register of Deeds

Acknowledgement:

The County Administrator hereby acknowledges the foregoing document as executed in accordance with the existing Memorandum of Understanding between the County and the Court.

Verna J. McDaniel
Washtenaw County Administrator

(Include) PRICE SHEET

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Signature page must be signed and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.