



## GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030

[www.gc4me.com](http://www.gc4me.com)

October 11, 2018

### **GENESEE COUNTY REQUEST FOR PROPOSALS #18-155**

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, November 1, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **INDIGENT MISDEMEANOR LEGAL REPRESENTATION**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website [www.gc4me.com](http://www.gc4me.com).

An information pre-proposal meeting will be held on **Wednesday, October 17, 2018, at 10:00 a.m. (EDT)**, in conference room 301 of the Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502. Attendance at this meeting is recommended for the submission and consideration of any proposal. All questions should be submitted prior to or at this meeting.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE: 3:00 p.m. (EDT), Thursday, November 1, 2018**  
**PROPOSAL REQUEST NUMBER: #18-155**

*Cindy Carnes*

CINDY CARNES, PURCHASING MANAGER

bid2\2018\18-155  
Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

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# RFP #18-155 INDIGENT MISDEMEANOR LEGAL REPRESENTATION

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, November 1, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. An information pre-proposal meeting will be held on **Wednesday, October 17, 2018, at 10:00 a.m. (EDT)**, in conference room 301 of the Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502. Attendance at this meeting is recommended for the submission and consideration of any proposal. All questions should be submitted prior to or at this meeting.
3. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
4. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the MITN site for this offering.
5. Michigan Inter-governmental Trade Network– an alternate review of the INDIGENT MISDEMEANOR LEGAL REPRESENTATION can be done at <https://www.bidnetdirect.com/mitn>.
  - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.

6. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
7. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
8. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
9. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

10. Proposal Format: Proposals must be submitted in the format outlined in SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

## **SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms who can provide client representation to indigent defendants scheduled for arraignment on misdemeanor or felony offenses this

team will be expected to provide legal representation on other days that the court is not open to the public, such as holidays and other court closed days

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the 67<sup>th</sup> District Court. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and [ccarnes@co.genesee.mi.us](mailto:ccarnes@co.genesee.mi.us). Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **noon, Monday, October 22, 2018** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than noon, Wednesday, October 17, 2018, to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

9. **Disadvantaged, Minority & Women-Owned Business Enterprise:** The County hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this solicitation, Disadvantaged, Minority and Women-Owned Business Enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for award. Proposers are encouraged to provide to the county, attorneys with a variety of experience levels in the area of criminal defense.
10. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

## **SECTION 4 - QUALIFICATIONS OF PROPOSERS**

Proposals may be submitted by individual attorneys, groups of attorneys, or firms. Any attorney(s) submitting proposals must have all of the following qualifications:

- Juris Doctorate degree from an ABA accredited law school
- Licensed to practice law in Michigan
- Member in good standing of the Michigan State Bar
- Carry professional liability insurance
- Three (3) years of practice in criminal defense, or similar experience,
- Understand and comply with applicable Federal and State Statutes
- Understand and comply with applicable Michigan Court Rules
- Understand and comply with Michigan Rules of Professional Conduct
- Demonstrated Financial Stability

Maintain appropriate means of contact, including:

- Office telephone/cell phone
- Fax machine
- E-mail address
- Internet access

## **SECTION 5 - INTRODUCTION**

The Michigan Indigent Defense Act, MCL780.981, et seq. requires counties to submit a local compliance plan for the delivery of indigent criminal defense legal services, consistent with standards adopted by the State of Michigan, Licensing and Regulatory Affairs (LARA) Division.

The Genesee County Board of Commissioners appointed a local compliance plan workgroup and adopted a local compliance plan by Resolution #2018-117.

The first 4 adopted standards for the delivery of indigent criminal defense legal services are:

### Standard I

Education and Training of Defense Counsel

### Standard II

Sufficient time and confidential meeting space within which to meet with a client

### Standard III

Investigation and Experts

### Standard IV

Counsel at first appearance and other critical stages

For more information related to the Michigan Indigent Defense Commission (MIDC) or the standards: [www.michiganidc.gov](http://www.michiganidc.gov).

## **SECTION 6 - SCOPE OF WORK**

### ***67<sup>th</sup> District Court - Satellite District Courts Election Divisions 1-4 Indigent Misdemeanor Legal Representation***

The 67<sup>th</sup> District Court is comprised of 5 election divisions. Courts for election divisions 1-4 are located in various satellite court facilities throughout Genesee County. There are 6 satellite courts in 4 election divisions. The 5<sup>th</sup> election division court is located in the McCree Building in downtown Flint, along with the Central Court for the 67<sup>th</sup> District Court.

Note: Indigent Misdemeanor Legal Representation for the 5<sup>th</sup> election division is not included in this scope of work.

Teams of attorneys, based on election divisions, will be required to provide representation for indigent defendants charged with misdemeanor violations based on local ordinance or state statute. Legal representation will begin at arraignment and continue through final disposition.

The case is transferred to the Central Court if: (1) a jury trial is scheduled (2) the defendant fails to appear for an arraignment and/or pre-trial in the satellite court or (3) probation supervision is ordered.

If a defendant is later arrested on the bench warrant for failure to appear, legal representation for the first court appearance/arraignment will be provided by the McCree Weekday Arraignment team (separate scope of work/different RFP).

Representation will then be returned to the original attorney who represented the Defendant at the satellite court. The satellite court misdemeanor attorney(s) may be required to appear at the McCree Building. Once a case is transferred from a satellite court to the Central Court, it remains there for all purposes.

Court calendars are developed on an annual basis that identify days of the month for various court events (at the satellite courts) related to misdemeanor cases.

The 67<sup>th</sup> District Court reserves the right to modify its calendar based upon docket considerations.

Note: A proposal may be submitted in the alternative for any of the 4 election divisions (6 court locations). Each proposal must identify a managing attorney as a point of contact for communications related to contract compliance.

The county expects to award one contract per election division.

Successful proposers may be able to participate with the Defender Program, on a limited basis and subject to further review.

<b>67TH DISTRICT COURT CALENDAR</b>
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**Election Division 1 - Judge David J. Goggins**

Arraignments/Pre-trials • Ordinances	Thursday	8:30 A.M.
Arraignments/Pre-trials • Ordinances	Monday	8:30 A.M.

*2-3 Thursdays per month  
2 Mondays per month*

**Election Division 2A - Judge Jennifer Manley**

Arraignments/Pre-trials • Ordinances	Thursday	8:30 a.m.
Arraignment/Pre-trials • State/Ordinances	Friday	8:30 a.m.

*2 Thursdays per month  
1 Friday per month*

**Election Division 2B – Judge Mark W. Latchana**

Arraignments/Pre-trials• Ordinances	Thursday	8:30 a.m.
Arraignment/Pre-trials • State/Ordinances	Friday	8:30 a.m.

*1 Thursday per month  
1 Friday per month*

**Election Division 3 - Judge Vikki Bayeh Haley**

Arraignments/Pre-trials • Ordinances	Wednesday	8:30 A.M.
Arraignments/Pre-trials • Ordinances	Thursday	8:30 A.M.

*2 Wednesday per month  
2 Thursdays per month*

**Election Division 4A- Judge Mark C. McCabe**

Arraignments/Pre-trials • Ordinances	Thursday	8:30 A.M.
Arraignments/Pre-trials • State/Ordinances	Friday	8:30 A.M.

*2-3 Thursdays per month  
1 Friday per month*



**Election Division 4B – Judge Christopher R. Odette**

Arraignments/Pre-trials • Ordinances	Wednesday	8:30 A.M.
Arraignments/Pre-trials • State/Ordinances	Friday	8:30 A.M.

*3 Wednesdays per month*

*1 Friday per month*

<b>67TH DISTRICT COURT NEW FILINGS FOR 2017</b>		
<b>Election Division</b>	<b>Misdemeanors (State or Ordinance)</b>	
<b>I</b>	Judge David J. Goggins	5,381
<b>II</b>	Judges Jennifer Manley and Mark W. Latchana	5,030
<b>III</b>	Judge Vikki Bayeh Haley	6,014
<b>IV</b>	Judges Mark C. McCabe and Christopher R. Odette	5,640
	<b>TOTAL</b>	<b>22,065</b>

**DATA COLLECTION**

The successful proposer may be required to assist with data collection for reporting to the Michigan Indigent Defense Commission.

**CONTINUING LEGAL EDUCATION/TRAINING**

Twelve (12) hours of annual CLE in the area of criminal law from an approved source is required.

**SECTION 7 - SUPPLEMENTAL CONDITIONS**

1. Payment: Payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately on a monthly basis.
2. Security:  
 The Contractor will be required:
  - a) To have criminal records check for each individual who will be on site during the project. This would be done by the Genesee County Sheriff. The court has LEIN terminal access in the courthouse.
  - b) All owners, supervisors and employees who are on site should display a photo ID issued from their company/employer at all times.
  - c) Use a security access card to access district court. Access cards will be issued after the contract is signed. The access cards will be restricted to those areas necessary.
  - d) To obtain keys, if necessary, will be limited to the least number of contractors, supervisors or other lead personnel on site with a “sign upon receipt and return” basis.
  - e) To access the building only during the agreed upon schedule.

- f) To provide for the appropriate supervision level at all times. This may be delegated to a supervisor or lead person on site.

## **SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)**

The proposer is responsible for a full understanding of the services required as part of this RFP.

To allow for the effective comparison of proposals, the proposals must be organized and submitted in the format outlined below:

1. Submit one original, one additional copy of the proposal, and one electronic version of your proposal.
2. **Statement of Understanding** – State in precise terms your understanding of the effort as presented by this RFP. Address how this scope of work fits into the current professional practice if award is made to your firm.
3. **Organization Background** -
  - a. Provide a brief history outlining the qualifications and organization of you or your firm.
  - b. Provide summaries of qualifications of other personnel that may be assigned to the program.
4. **Compliance narrative** - Please provide a brief narrative of how your firm demonstrates its ability to successfully maintain understanding and compliance with the following:
  - a. Understand and comply with applicable Federal and State Statutes
  - b. Understand and comply with applicable Michigan Court Rules
  - c. Understand and comply with Michigan Rules of Professional Conduct
  - d. Understand and comply with ABA Standards of Practice
  - e. Possess and can use technology. Does your office have internet access?
5. **Staff Qualifications** - Please indicate the number of years of practice experience in criminal defense proceedings or similar experience with felony cases for each of the attorney(s) to be performing the services outlined in the scope of work.
  - a. Please evidence the following qualifications of the personnel to perform the services outlined in the scope of work:
    - i. Juris Doctorate degree from an ABA accredited law school
    - ii. Licensed to practice law in Michigan
    - iii. Member in good standing of the Michigan State Bar
    - iv. Continuing legal education (CLE) seminars/conferences in the area of criminal defense and criminal law during calendar years 2016, 2017 or 2018 related to the delivery of criminal defense legal services
  - b. Name of Managing Attorney.
6. **References** - Please provide three client references for whom you have recently performed work page 15.
7. **Signature Page** – Including the total amount of annual compensation required for the provision of INDIGENT MISDEMEANOR LEGAL REPRESENTATION page 13
8. **Executed Insurance** Checklist page 14
9. **Statement of Exceptions** – see section 3.8.

Failure to provide all requested items may be sufficient cause for rejection of proposal response.

## **SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. A Review Committee will evaluate submitted proposals. The County will award the contract to the most responsive, responsible proposer having proven experience as described herein. The County reserves the right to award this contract not necessarily to the proposal with the lowest price but to the proposal that demonstrates the Best Value. The evaluation and award of this proposal shall be rated on the following criteria:

1. Does the proposal provide for the delivery of legal services in a reasoned and comprehensive manner, given the scope of work set forth in the request for proposals (RFP)? 15 points
2. Does the proposal acknowledge and commit to perform the duties of counsel as set forth in the Standards, as adopted by the Michigan Indigent Defense Commission (MIDC)? 15 points
3. Does the proposal include a sufficient number of attorneys, with a variety of experience levels in the area of criminal defense, who have demonstrated a commitment to indigent criminal defense, professionalism, preparedness and timeliness? 15 points
4. Does the proposal sufficiently demonstrate that the participating attorneys possess the ability to use electronic communication, including video conferencing, to carry out the mandate of the scope of work (if applicable)? 15 points
5. Is the total cost of the proposed legal services clearly stated and sufficiently described? 10 points
6. What percentage of the participating attorneys' professional practice will be dedicated to this proposal? 10 points
7. Does the plan identify a managing attorney for the proposal? 10 points
8. Does the proposal indicate that the participating attorneys have attended any continuing legal education (CLE) seminars/conferences in the area of criminal defense and criminal law during calendar years 2016, 2017 or 2018 related to the delivery of criminal defense legal services? 10 points
9. Is the response to the request for proposals (RFP) complete and did the offeror follow instructions for submittal?

**SIGNATURE PAGE**  
**GENESEE COUNTY RFP #18-155**  
**INDIGENT MISDEMEANOR LEGAL REPRESENTATION**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP:

**Conflict of Interest:**

\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

\_\_\_\_ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (include attached statement)

Name (typed): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**Contact Person of company representative for matters regarding this RFP**

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX E-MAIL

**Proposal Total: \$** \_\_\_\_\_

Proposed Monthly Rate: \$ \_\_\_\_\_ (Proposed total divided by 12)

# GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

18-155 RFP Indigent Misdemeanor Legal Representation – 67<sup>th</sup> Dist Ct  
Limits (Figures denote minimums)

Coverage Required

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title **18-155 RFP Indigent Misdemeanor Legal Representation**

**Insurance Agent's Statement**

**I have reviewed the requirements with the bidder named below. In addition:**

\_\_\_\_\_ The above required policies carry the following deductibles:

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

**Prospective Contractor's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

---

1. Company Phone Number

---

Contact Name and Position E-mail Address

---

Address

---

Project Description

---

2. Company Phone Number

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Contact Name and Position E-mail Address

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Address

---

Project Description

---

3. Company Phone Number

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Contact Name and Position E-mail Address

---

Address

---

Project Description

## INDIGENT MISDEMEANOR LEGAL REPRESENTATION PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **[Contractor Name]**, a **[State] [Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on **February 1, 2019** and shall be effective through **January 31, 2020** (the "Initial Term").

#### 2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

### 3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

### 4. Compensation

*Flat Fee.* The total amount paid to the Contractor under this Contract shall not exceed \$ \_\_\_\_\_. The Contractor shall be paid a flat monthly fee of \$ \_\_\_\_\_ for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

### 5. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

## **6. Contract Administrator**

The contract administrator for this Contract is **Barbara Menear** (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

## **7. Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s breach of these warranties.

## **8. Suspension of Work**

### **8.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **8.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.



## **9. Termination**

### **9.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **9.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **9.3 Termination for Convenience**

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### **9.4 Termination for Lack of Funding**

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## **10. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## **11. Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

## **12. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **13. Audit Rights**

### **13.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

### **13.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### 13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### 13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

## 14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## 15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

### 15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

## 15.2 Indemnification

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## 16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## 17. General Provisions

### 17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### 17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

### 17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

### 17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

**CONTRACTOR NAME**

COUNTY OF GENESEE

By: \_\_\_\_\_

By: \_\_\_\_\_

**Name of Contractor Signatory**

Mark Young, Chairperson

**Title of Contractor Signatory**

Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
Description of the Services

*67<sup>th</sup> District Court Indigent Misdemeanor Legal Representation*

*McCree Building (Central Court) Genesee County Jail/ Flint Lock- Up*

One team of attorneys will comprise the Indigent Misdemeanor Legal Representation. This team will provide client representation to indigent defendants scheduled for arraignment on misdemeanor or felony offenses.

The Indigent Misdemeanor Legal Representation will be expected to provide legal representation on other days that the court is not open to the public, such as holidays and other court closed days.

All weekend, holiday or other court closed day arraignments are conducted via video conferencing. Judges or Magistrates preside from the McCree Building.

The Indigent Misdemeanor Legal Representation may have the option of being located in the McCree Building to consult with clients and provide arraignment representation by video conferencing or go to the jail/city lock up and be present with the client when both are connected by video conference to the Judge or Magistrate for the arraignment.

The proposing attorney or attorney group must be able to verify to the satisfaction of the Genesee County Court Technology Team that they possess and can utilize technology so as to be able to communicate electronically between themselves, the court and other necessary stakeholders.

If the response proposes that the cost of acquiring or maintaining the technology is to be paid by Genesee County, specific cost and justification must be included. No decision to financially support is being made by Genesee County. Information will be considered, if included as part of the response to the request for proposals.

There were 123 days in 2017 that the courts were closed and an average of 3100 misdemeanor arraignments and 800 felony arraignments conducted. *Please note:* a defendant may be arraigned on more than one case on the same day. The data provided is number of cases, not number of defendants.

Proposals must identify a managing attorney as the point of contact for contract compliance related matters.

Successful proposers may be able to participate with the Defender Program, on a limited basis and subject to further review.

EXHIBIT B  
Insurance Checklist

**PROFESSIONAL SERVICES CONTRACT FOR: 18-155 RFP Indigent  
Misdemeanor Legal Representation –  
67<sup>th</sup> Dist Ct**

<b>Coverage Required</b>	<b>Limits (Figures denote minimums)</b>
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<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability aggregate	\$1,000,000 per occurrence with \$2,000,000 Including Products/Completed Contractual Liability
Operations and <input checked="" type="checkbox"/> 4. Professional liability aggregate	\$1,000,000 per occurrence with \$2,000,000 Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice aggregate	\$200,000 per occurrence \$800,000 in
<input checked="" type="checkbox"/> 6. Automobile liability accident- owned	\$1,000,000 combined single limit each Owned, Hired, Non-
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title **18-155 RFP Indigent Misdemeanor Legal Representation**