



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

October 29, 2018

GENESEE COUNTY REQUEST FOR PROPOSALS #18-156

Sealed proposals will be received until **3:00 p.m. (EST), Tuesday, November 20, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for ***Weekday Arraignment Team and Other Legal Services***.

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.

An information pre-proposal meeting will be held on **Friday, November 2, 2018, at 9:00 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. (EST), Tuesday, November 20, 2018
PROPOSAL REQUEST NUMBER: #18-156

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2018\18-156
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

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RFP #18-156 Weekday Arraignment Team and Other Legal Services

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EST), Tuesday, November 20, 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, November 2, 2018, at 9:00 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 WEEKDAY ARRAIGNMENT TEAM AND OTHER LEGAL SERVICES 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 67th 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 geneseecountypurchasing@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, Tuesday, November 6, 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, November 7, 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.

SECTION 6 - SCOPE OF WORK

67th District Court

Weekday Arraignment Team and Other Legal Services Central Court & Fifth Division (McCree Building)

A team of attorneys will be required to provide representation for indigent defendants scheduled for an arraignment on a misdemeanor or felony charge. Arraignments are conducted at the McCree Building each day that the court is open to the public. One or more duty judges are designated.

Note: Arraignments on weekends or other court closed days are not in this scope of work.

The scope of work includes legal representation for misdemeanor and felony defendants at the time of arraignment, in-custody or walk-in defendants.

The team would also provide legal representation for indigent defendants on the following court proceedings:

- (1) Misdemeanor probation violations for all election divisions at McCree Building;
- (2) Felony extraditions;
- (3) Bench warrants for all election divisions at McCree Building (cases may have originated from any election division);

- (4) Witness representation in felony cases (district or circuit court);
- (5) Physical line up representation; and,
- (6) If a defendant is arrested and lodged on a Division 1-4 misdemeanor case (fresh arrest and/or bench warrant), legal representation for pretrial through disposition will be provided by the McCree Weekday Arraignment team. (The Weekend Team will provide representation for the first arraignment at the jail.)
- (7) Misdemeanor cases, from arraignment through final disposition for election division 5. Proposals must include a provision that a team of attorneys will be assigned to election division 5 misdemeanor legal representation.

If a defendant is arrested and lodged on a Division 5 misdemeanor case (fresh arrest and/or bench warrant), representation will be returned to the original attorney who represented the Defendant as part of the 67-5th division misdemeanor representation team. (The Weekend Team will provide representation for the first arraignment at the jail.)

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

Successful proposers will not be eligible to participate with the Defender Program, unless a business plan is proposed and accepted with attorney members participating in a limited responsibility role related to the scope of work.

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.

MISDEMEANOR INFORMATION
(7 month data)

ELECTION DIVISION 5				
MONTH	MISD	MISD/BW	PROB V	TOTAL
JANUARY	61	78	0	139
FEBRUARY	242	0	0	242
MARCH	143	104	4	251
APRIL	199	30	0	229
MAY	234	17	9	260
JUNE	182	30	0	212
JULY	74	43	0	117
TOTAL	1135	302	13	1450

MISDEMEANOR PRE-TRIAL CALENDAR
(One week per judge per month)

ELECTION DIVISION 5		
Judge William H. Crawford, II	Monday & Tuesday	8:30 a.m.
Judge David Guinn	Monday & Tuesday	8:30 a.m.
Judge Nathaniel C. Perry, III	Monday & Tuesday	8:30 a.m.

MISDEMEANOR INFORMATION
(McCree Building - 7 month data)

ELECTION DIVISIONS 1 -4				
MONTH	MISD	MISD/BW	PROB V	TOTAL
JANUARY	420	217	39	676
FEBRUARY	684	195	48	927
MARCH	580	143	52	775
APRIL	572	173	22	767
MAY	364	147	61	572
JUNE	424	100	26	550
JULY	342	134	37	513
TOTAL	3386	1109	285	4780

FELONY ARRAIGNMENTS
(7 month data)

ELECTION DIVISIONS 1-5			
MONTH	FELONY	FELONY/BW	TOTAL
JANUARY	186	13	199
FEBRUARY	204	9	213
MARCH	312	13	325
APRIL	273	4	277
MAY	247	22	269
JUNE	299	22	321
JULY	212	26	238
TOTAL	1733	109	1842

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.
 - c. Schedule of Hours page 16
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 WEEKDAY ARRAIGNMENT TEAM AND OTHER LEGAL SERVICES 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 #18-156
WEEKDAY ARRAIGNMENT TEAM AND OTHER LEGAL SERVICES

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)

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

Contact Name and Position E-mail Address

Address

Project Description

3. Company Phone Number

Contact Name and Position E-mail Address

Address

Project Description

**WEEKDAY ARRAIGNMENT TEAM AND OTHER LEGAL SERVICES
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** as designee of the Board of Commissioners (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: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

67th District Court
Weekday Arraignment Team and Other Legal Services
Central Court & Fifth Division (McCree Building)

A team of attorneys will be required to provide representation for indigent defendants scheduled for an arraignment on a misdemeanor or felony charge. Arraignments are conducted at the McCree Building each day that the court is open to the public. One or more duty judges are designated.

Note: Arraignments on weekends or other court closed days are not in this scope of work.

The scope of work includes legal representation for misdemeanor and felony defendants at the time of arraignment, in-custody or walk-in defendants.

The team would also provide legal representation for indigent defendants on the following court proceedings:

- (1) Misdemeanor probation violations for all election divisions at McCree Building;
- (2) Felony extraditions;
- (3) Bench warrants for all election divisions at McCree Building (cases may have originated from any election division);
- (4) Witness representation in felony cases (district or circuit court);
- (5) Physical line up representation; and,
- (6) If a defendant is arrested and lodged on a Division 1-4 misdemeanor case (fresh arrest and/or bench warrant), legal representation for pretrial through disposition will be provided by the McCree Weekday Arraignment team. (The Weekend Team will provide representation for the first arraignment at the jail.)
- (7) Misdemeanor cases, from arraignment through final disposition for election division 5. Proposals must include a provision that a team of attorneys will be assigned to election division 5 misdemeanor legal representation.

If a defendant is arrested and lodged on a Division 5 misdemeanor case (fresh arrest and/or bench warrant), representation will be returned to the original attorney who represented the Defendant as part of the 67-5th division misdemeanor representation team. (The Weekend Team will provide representation for the first arraignment at the jail.)

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

Successful proposers will not be eligible to participate with the Defender Program, unless a business plan is proposed and accepted with attorney members participating in a limited responsibility role related to the scope of work.

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.

DRAFT

