



Ottawa County

**RFP 24-081 Public Defender Services – 20th Circuit
Court for Delinquency and Neglect/Abuse Cases**

ATTACHMENT A – COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

[] an individual, [] a corporation (please mark appropriate box), duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined within Ottawa County Terms and Conditions. Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.



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ATTACHMENT A – (CONTINUED)

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Workers' Compensation; Employers' Liability and General, Contractual and Professional Liability to support such financial obligations. A certificate of insurance detailing insurance coverages may be requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

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

Company Name: _____

Contact Name and Title: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Website: _____

Federal Employer Identification Number: _____

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: _____
(Signature of Authorized Representative)

Date

(Printed Name and Title of Authorized Representative)



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ATTACHMENT B – VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. **Please do NOT include Ottawa County as a reference.**

| Vendor Reference 1 | | | |
|-------------------------------|--|-----------------|--|
| Client Name: | | Contact Person: | |
| Contact Number: | | Contact Email: | |
| Description of Work Provided: | | | |

| Vendor Reference 2 | | | |
|-------------------------------|--|-----------------|--|
| Client Name: | | Contact Person: | |
| Contact Number: | | Contact Email: | |
| Description of Work Provided: | | | |

| Vendor Reference 3 | | | |
|-------------------------------|--|-----------------|--|
| Client Name: | | Contact Person: | |
| Contact Number: | | Contact Email: | |
| Description of Work Provided: | | | |



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ATTACHMENT C - PROPOSAL RESPONSE (CONTINUED)

3. What qualifications and experience, if any, do you have in managing contracts of a similar nature? Is there any requisite legal knowledge or abilities that you possess that we should be aware of?

Please estimate the number of clients in the last two to five years for which you have provided services like those which are identified in this RFP.

4. Describe your office arrangements and various methods of communication used with clients, to ensure adequate representation is received. Are communication logs kept?



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ATTACHMENT C - PROPOSAL RESPONSE (CONTINUED)

5. Provide below, the names of the two back-up attorneys, who meet RFP qualifications and are able to fully cover for the Attorney in the event of any scheduling conflict . Please include, as attachments, a resume or profiles and professional qualifications for yourself and the two back-up attorneys who may be used to fulfill the terms of this RFP.

6. Other Information – Include any other information that would be helpful to the Court.

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: _____
(Signature of Authorized Representative)

Date

(Printed Name and Title of Authorized Representative)



ATTACHMENT D - PROPOSAL PRICING FORM

The undersigned hereby agrees to perform all work in accordance with the specifications (Scope of Services), terms, and conditions of the County Request for Proposal RFP #24-081 for the costs as described below.

The Attorney must clearly identify each contract for which a proposal is being submitted, as well as the monthly cost and the total amount for the 24-month contract period. Costs should not include service fees, witness fees or transcript fees which will be paid by the Court in appropriate circumstances. Factors other than price may be taken into consideration when making a recommendation for the award of a contract.

1. Attorney to Represent Children (Guardian Ad Litem) for Neglect/Abuse Cases

As per RFP, Section 3, Scope of Service and:

SCOPE OF SERVICES: Legal representation for children in neglect/abuse proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

- | | |
|---|--|
| 1. Preliminary hearings; adjourned preliminary hearings | 8. Termination hearings |
| 2. Pre-trial Conferences | 9. Other hearings - Motions Reimbursement, Show Cause, etc. |
| 3. Trials and Pleas | 10. Foster Care Review Board meetings |
| 4. Dispositional hearings | 11. Mileage and travel expenses |
| 5. Review hearings | 12. Overhead expenses |
| 6. Re-hearings | 13. CLE, as required by MIDC standards |
| 7. Appeals (including Title IV-E eligibility determinations and responses to parental appeals) | 14. Compliance with MCL 712A.17d |

| | |
|--|------------|
| Full-Caseload Contract Proposed Monthly Cost | \$ |
| Total Full-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Half-Caseload Contract Proposed Monthly Cost | \$ |
| Total Half-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Please accept this proposal for the Guardian Ad Litem Contract | Signature: |



ATTACHMENT D - PROPOSAL PRICING FORM (CONTINUED)

2. Primary Attorney to Represent Parents in Neglect/Abuse Cases

As per RFP, Section 3, Scope of Service and:

SCOPE OF SERVICES: Neglect/Abuse – Primary Legal representation for parents in neglect/abuse proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Re-hearings
7. Termination hearings
8. Other hearings – Motions, Reimbursement, Show Cause, etc.
9. Mileage and travel expenses
10. Overhead expenses
11. CLE, as required by MIDC standards.

| | |
|--|------------|
| Full-Caseload Contract Proposed Monthly Cost | \$ |
| Total Full-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Half-Caseload Contract Proposed Monthly Cost | \$ |
| Total Half-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Please accept this proposal for the Primary Attorney to Represent Parents Contract | Signature: |



ATTACHMENT D - PROPOSAL PRICING FORM (CONTINUED)

3. Secondary Attorney to Represent Parents in Neglect/Abuse Cases

As per RFP, Section 3, Scope of Service and:

SCOPE OF SERVICES: Neglect/Abuse – Secondary Legal representation for parents in neglect/abuse proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Re-hearings
7. Termination hearings
8. Other hearings – Motions, Reimbursement, Show Cause, etc.
9. Mileage and travel expenses
10. Overhead expenses
11. CLE, as required by MIDC standards.

| | |
|--|------------|
| Full-Caseload Contract Proposed Monthly Cost | \$ |
| Total Full-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Half-Caseload Contract Proposed Monthly Cost | \$ |
| Total Half-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Please accept this proposal for the Secondary Attorney to Represent Parents Contract | Signature: |



ATTACHMENT D - PROPOSAL PRICING FORM (CONTINUED)

4. Attorney to Represent Juveniles in Delinquency, Designation and Waiver Cases

As per RFP, Section 3, Scope of Service and:

SCOPE OF SERVICES: Legal representation for children in juvenile delinquency proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary hearings; adjourned preliminary hearings
2. Pre-trial Conferences
3. Trials and Pleas
4. Dispositional hearings
5. Review hearings
6. Re-hearings
7. Other hearings – Motions (including Consent Calendar motions), Reimbursement, Show Cause, etc.
8. Mileage and travel expenses
9. Overhead expenses
10. CLE, as required by MIDC standards.

| | |
|---|------------|
| Full-Caseload Contract Proposed Monthly Cost | \$ |
| Total Full-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Half-Caseload Contract Proposed Monthly Cost | \$ |
| Total Half-Caseload Contract Proposal (monthly cost x 24 months) | \$ |
| Please accept this proposal for the Attorney to Represent Juveniles in Delinquency Cases Contract | Signature: |



ATTACHMENT D - PROPOSAL PRICING FORM (CONTINUED)

5. Attorney to Handle Juvenile Delinquency and Child Welfare Appeals

As per RFP, Section 3, Scope of Service and:

SCOPE OF SERVICES: Legal representation for children in juvenile delinquency proceedings. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:

1. Preliminary file review and pleading preparation
2. Oral arguments
3. Mileage and travel expenses
4. Overhead expenses
5. CLE, as required by MIDC standards

| | |
|--|------------|
| Proposed Monthly Cost | \$ |
| Total Contract Proposal (monthly cost x 24 months) | \$ |
| Please accept this proposal for the Contract to Handle Juvenile Delinquency and Child Welfare Appeals | Signature: |