

ALLEGAN COUNTY/48TH CIRCUIT COURT
REQUEST FOR QUALIFICATION
JUVENILE LEGAL REPRESENTATION – RFQ

The County of Allegan (the County) and the 48th Judicial Circuit Court (the Court) are seeking statements of qualification for legal representation in Delinquency and Protective Proceedings from qualified and experienced attorneys, law firms and associations. The County and the Court may choose to execute agreements or negotiations with the most qualified applicant(s), as a result of this solicitation, to be determined by the Chief Circuit Judge and the Chief Probate/Presiding Family Court Judge. Questions regarding this request should be directed to:

David Vanderroovaart
Finance Director
3283 122nd Ave.
Allegan, MI 49010
Phone: 269-673-0228
Fax: 269-686-5350

or

Michael J. Day
Circuit Court Administrator
113 Chestnut St.
Allegan, MI 49010
Phone: 269-673-0333
Fax: 269-673-0322

Applicants shall present four (4) copies of their Statement of Qualifications no later than,

Friday, September 17, 2010; 4:00 p.m. local time

to the following physical location:

Allegan County Finance Office, 3283 122nd Ave., Allegan, MI 49010

The sealed envelope shall be clearly noted:

“Request for Qualifications – Juvenile Legal Representation, RFQ #001-007

LATE PROPOSALS WILL NOT BE ACCEPTED

1.0 INTRODUCTION TO SCOPE OF WORK

Allegan County and the 48th Judicial Circuit Court are seeking statements of qualifications for legal representation in Delinquency and Protective Proceedings from qualified and experienced attorneys, law firms and associations for certain cases and/or actions filed on or after the execution of contracts resulting from this proposal process, which are Circuit Court Family Division cognizable under the Juvenile Code. Attorney(s) interested in receiving appointments must agree to accept cases as assigned by the 48th Judicial Circuit Court. Caseload projections indicate that there will be approximately 264 appointments annually (72 delinquency, 192 neglect/abuse).

2.0 SCOPE OF WORK REQUIREMENTS

- 2.1 Attorney(s) receiving appointments to provide legal representation in Delinquency and Protective Proceedings must possess the ability and competence required by the United States and Michigan Constitutions, case law and the Code of Professional Conduct.
- 2.2 Legal representation in Delinquency and Protective Proceedings shall include the responsibilities set forth in the Juvenile Code, Michigan Court Rules and the Michigan Rules of Professional Conduct. Legal services will include, but not necessarily be limited to, the following court appearances and all out of court preparation therefore:
 - 2.2.1 Preliminary hearings and adjourned preliminary hearings;
 - 2.2.2 Pretrial and trial management conferences;
 - 2.2.3 Trials and pretrial motions;
 - 2.2.4 Review hearings;
 - 2.2.5 Re-hearings;
 - 2.2.6 Dispositional hearings; including termination;
 - 2.2.7 Probation Violation hearings;
 - 2.2.8 Other hearings – placement and emergency removal.
 1. Plea/Stipulation hearing.
 2. Support/Reimbursement hearings.
 3. Appeals of Rights.
 4. Bond hearings/Detention hearings.
 - 2.2.9 Appointed attorney may file a motion with the assigned judge to request payment for extraordinary costs.
- 2.3 Additional conditions of qualification for appointment include that the appointed attorney agrees to:
 - 2.3.1 Either promptly appear or arrange for an approved attorney to promptly appear in his/her stead at all scheduled court

appearances, as long as, the substitution is consistent with Michigan and Local Court Rules and with the requirements of the trial judge; and,

2.3.2 Comply with all Michigan and Local Court Rules, procedures, directives and scheduling orders; and,

2.3.3 Cooperate in any measure to minimize expense to the county and with all agencies in order to maximize efficient use of time and resources to all concerned.

2.4 Individual attorneys and all attorneys participating in a group or association of attorneys will be expected to sign a contract to cover the final agreed services. The contract resulting from this proposal shall commence upon the date of contract execution by both parties and extend for a initial period of two (2) years.

2.5 The attorney(s) agree to maintain adequate professional liability insurance, hold harmless and indemnify the County, the Court, and the Allegan County Board of Commissioners, the Judges, and their agents, officers, and employees from any and all liability arising out of the attorney(s)'s acts or omissions arising under the terms of this agreement. The attorney(s) shall not be liable for any claims, demands, damages, costs, expenses or attorney fees arising out of an act or omission on the part of the County and the Court, its officers, agents, servants, and employees. In addition, the attorney(s) shall at all times during this agreement maintain professional liability insurance at a minimum of \$300,000 for each occurrence, \$100,000 for each individual, and automobile insurance in the amount of \$500,000 for each occurrence with companies licensed to conduct business in the State of Michigan. Attorneys who are awarded appointments will be required to provide proof of said insurance to the County/Court prior to the commencement of the contract. Attorneys will be required to maintain required levels of insurance through the term of the contract and to notify the County/Court of any changes in insurance coverage.

2.6 Joint Proposals or Associations

2.6.1 There is no objection by the County or the Court to those attorney(s) awarded contracts submitting joint proposals or associating after the contracts are awarded for purposes of covering the contracted amounts, however, individual attorney(s) will be required to sign a contract and will be held responsible for their contracted cases.

- 2.6.2 Multiple counts on the same juvenile/respondent arising out of the same transaction will be counted as one appointment for the purpose of compensation under this agreement.
 - 2.6.3 The number of appointments contracted for in a calendar year for any one attorney shall not exceed two (2) full shares.
 - 2.6.4 The Chief Circuit Judge reserves the right to limit both eligibility for and the number of appointments based on the attorney's availability for court appearances or any other relevant factor.
 - 2.6.5 The Court reserves the right to assign cases to individual contracted attorneys.
- 2.7 When two or more juveniles/respondents are jointly charged with an offense(s) or their cases are otherwise joined, the Court must appoint separate legal counsel not associated in the practice of law for each juvenile/respondent.

2.8 Price

- 2.8.1 For the performance of the legal services described in this RFQ and as a result of a contract following the qualification based selection of an individual attorney or an association or group of attorneys by the Court and the County, attorney(s) shall receive from the County the amounts per share of total appointments determined by the Courts and the County, as follows:

Year One		
One (1) Share (33 appointments)		\$29,275.00
Year Two		
One (1) share (33 appointments)		\$29,275.00

The Court shall make appointments on a rotational basis to all approved attorneys in such a manner so as to ensure, to the extent possible, an equal number of appointments to each contracted attorney for both delinquency and neglect/abuse cases. A total of eight (8) full shares shall be awarded as a result of this proposal process. The Court reserves the right to limit the number of shares awarded to any attorney or group of attorneys.

2.8.2 The base prices of \$29,375 per share for year one and \$29.375 per share for year two for Juvenile Legal Defense as described in this RFQ shall remain firm fixed for the life of the contract.

2.8.3 Payment for the proper performance of services under a contract with the Courts/County as a result of this RFQ shall be made in twelve equal installments per contract year beginning with the first vendor pay cycle following 2-01-2011.

In the event that the actual number of appointments exceeds the contracted number of appointments by more than 10%, then an adjustment (based on \$500 per appointment) will be made for the payment of the last month of each annual contract period. For example:

Contract Appointments	Actual Appointments	Contract Adjustment
33	36	\$0
33	37	+\$500
33	38	+\$1000
33	39	+\$1500

2.8.4 An appointment shall count as one appointment for compensation purposes for all multiple petitions involving the same juvenile/respondent if the same attorney is appointed.

2.8.5 In the event an action is dismissed without prejudice prior to trial, during the term of this agreement, reissued or filed again, and the same attorney is again appointed, said reappointment shall not constitute a new or additional appointment. If an attorney other than the originally appointed attorney is subsequently appointed to a reissued case, then that appointment shall constitute a new appointment.

2.9 The scope of work as defined by this RFQ shall not include the costs of transcripts, witness fees, mileage fees for witnesses, costs of service of process, of polygraph tests, psychiatric/psychological examinations, expert witness fees, or the same kinds of out-of-pocket costs, which shall be paid by the County separate and apart from this agreement, upon motion for and approval by the Court.

2.10 So as to provide for reasonable required access by clients to appointed counsel, the attorney(s) shall maintain a fully functional law office within Allegan County at the expense of the attorney(s). The attorney(s) agree to provide adequate personnel, such as, secretaries or clerks, to staff said office.

3.0 PROPOSAL EVALUATION CRITERIA

It is in the intent of Allegan County and the 48th Judicial Circuit Court to conduct a comprehensive, fair and impartial evaluation of the qualifications received in response to this request. All attorney(s) responding to this proposal will be evaluated by the Chief Circuit Court Judge and the Chief Probate/Presiding Family Court Judge. Allegan County and the 48th Judicial Circuit Court reserves the right to reject any and all proposals and to negotiate based upon proposals received. Contracts awarded will not be transferable or assignable without the consent of Allegan County and the 48th Judicial Circuit Court. The proposal(s) selected will be that response deemed most advantageous to the County and the Court, based on the following criteria:

3.1 Attorney(s) Qualifications

3.1.1 Attorney(s) compliance with the responsibilities set forth in the Juvenile Code, Michigan Court Rules and the Michigan Rules of Professional Conduct as it relates to the legal representation of juveniles in delinquency and protective proceedings.

3.1.2 Attorney(s) experience in the practice of family law and specifically juvenile legal representation in delinquency and protective proceedings.

3.2 Attorney(s) Resources Available to Provide Quality Representation

3.2.1 Support staff and legal resources.

3.2.2 Ability to provide coverage of appointments, in the event of illness, unavailability, disability or disqualification.

3.2.3 Ability to provide legal representation and maintain required independence for co-defendants.

3.3 Contractor Compliance

3.3.1 Concurrence with proposed contract terms and conditions.

3.3.2 Insurance Requirements.

3.4 Functioning law office in Allegan County

3.5 A review of any/all disciplinary actions/sanctions by the State Bar of Michigan.

4.0 CONTENTS OF PROPOSAL

Proposals shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for a statement of qualifications shall be submitted in the same order as presented in this section of the Request for Qualifications.

- 4.1 Statement of Compliance and specific qualifications in relation to the responsibilities set forth in the Juvenile Code, Michigan Court Rules and the Michigan Rules of Professional Conduct as it relates to the legal representation of juveniles in delinquency and protective proceedings. Declaration of good standing of the State Bar of Michigan. Statement detailing any/all disciplinary actions/sanctions by the State Bar of Michigan.
- 4.2 Detail attorney(s)' experience in the practice of family law and specifically juvenile legal representation in delinquency and protective proceedings.
- 4.3 Provide a brief summary of the responding firm or partnership, if applicable.
- 4.4 Resume of the participating attorney(s).
- 4.5 Description of firm/attorney(s) support resources for legal services (staff support, legal reference, etc.).
- 4.6 A brief statement of how cases would be covered in the event of illness, unavailability, or other disability or disqualification.
- 4.7 Name of individual attorney(s) expected to be assigned cases. If multiple attorneys present joint proposals, explain the relationship as it relates to the requirement for independent counsel, in the event, that court appointments for co-defendants are awarded within the same attorney group.
- 4.8 Description of law office(s) which will be utilized in the provision of legal services described in this RFQ. For each office provide the following:
 - 4.8.1 Location (if an attorney works out of multiple offices, state which office serves as the **primary office**).
 - 4.8.2 Staffing level.
 - 4.8.3 Office hours.

5.0 RESPONSE TO RFQ

Statements of Qualifications must arrive at the Allegan County Finance Office and be time stamped on or before the date and time specified on the first page of this RFQ. Respondents are responsible for the timely receipt by the Finance Office of their statement of qualifications notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.

The County/Court reserves the right to accept or reject any or all Statements of Qualification and to waive informalities and irregularities in responses, and to accept any response determined by the County/Court to be in the best interest of the County/Court.