



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Prospective Specialty Legal Services Providers – Adult Indigent Representation to/for the Office of Public Defense Services

Serial 09020 – ROQ SOLICITATION EFFORT

From: Stan Fisher, Senior Procurement Officer

Date: April 23, 2009

Re: BASIC INSTRUCTION FOR SUBMITTAL OF A RESPONSE/APPLICATION TO THIS SOLICITATION AND SPECIAL ADVISORY TO CURRENT OPDS CONTRACT HOLDERS

This cover letter accompanies the solicitation noted above, and is intended to provide basic instructions for submittal of an application to provide contracted attorney services to the Office of Contract Counsel of Maricopa County, which provides attorney services to qualified indigent parties. The method of selection for **contract award, is thorough review of the applicant's qualifications by a highly qualified peer group, in accordance with the Maricopa County Procurement Code.** Each applicant's submission will be reviewed utilizing the required information requested in the solicitation. Incomplete applications will not be considered for contract award. Additionally, applications received after the established closing date, will not be considered, and will be returned to the applicant.

Recipients of this solicitation package, are not obligated to return a completed application or respond to the County in any manner, if they do not wish to be considered for a contract award.

Submission of a completed application is not a commitment that you will accept a contract, if one is offered. **However, submission of all documents is required, if you wish to be considered for contract award.**

Please read through the entire application/solicitation, and complete all required sections, including your signature where requested. Applicants shall complete and sign the contractor section of the agreement page.

Your application shall be delivered to the location noted in the solicitation in a sealed envelope, clearly identified with the serial number and the title of this specific solicitation. Only "hard copy" applications can be accepted (NO ELECTRONIC, FAX, ETC. APPLICATIONS CAN BE ACCEPTED). Applicants shall submit **one (1) complete original copy, identified as such, and five (5) complete copies of the same, identified as "copy"**. Additionally, all applicants shall submit with their application **two (2) electronic (disk) CD copies of containing all the documents required**

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by this solicitation. As stated previously, incomplete applications will not be considered for contract award.

IT IS IMPORTANT THAT ALL APPLICANTS UNDERSTAND THAT CONTRACT AWARDS SHALL BE MADE TO INDIVIDUALS, NO FIRMS WILL BE AWARDED A CONTRACT.

The applicant shall be properly registered as a vendor with Maricopa County, in complete agreement (name , address, tax ID number) with this application. Vendor registration may be accomplished online. See Exhibit 1.

Vendor registration, as an individual, should be accomplished prior to submitting an application.

Current contract awardees under the following contracts are advised that a new submittal/response is required for consideration to provide contract services for the specialties/practice areas found in this solicitation. The following current contracts will cease to exist in the near future:

Adult Felony Attorney Services (*current serial number 04010-ROQ*)

Homicide/Major Felony Attorney Services (*current serial number 04011-ROQ*)

Adult Criminal Appellate/PCR Attorney Services (*current serial number 04021-ROQ*)

Capital Case Indigent Representation Attorney Services (*current serial number 07046-ROQ*)

As a reminder, your application/response shall include the following:

1) One (1) original copy of the following documents, identified as "Original"

- Adult Criminal Application (Exhibit 3) completed and signed
- Current Resume or CV as an attachment to Adult Criminal Application
- Attachment A, with "Contractor" portion completed and signed

2) Five (5) copies of all documents submitted, identified as "Copy"

3) Two (2) CDs containing copies of all documents submitted

NO FAX OR ELECTRONIC RESPONSES ARE ACCEPTABLE!

In the event you have any questions regarding this memo, you may contract me at (602) 506-3274

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NOTICE OF SOLICITATION

SERIAL 09020 - ROQ

**INVITATION FOR BID FOR: CONTRACT INDIGENT REPRESENTATION (ADULT CRIMINAL)
ATTORNEY SERVICES – OPDS**

Notice is hereby given sealed bids (applications) will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M., MST** on **May 14, 2009** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 09020 – ROQ, INVITATION FOR BID(S) FOR CONTRACT INDIGENT REPRESENTATION (ADULT CRIMINAL) ATTORNEY SERVICES – ODPS ”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

STAN FISHER
SENIOR PROCUREMENT OFFICER
TELEPHONE: (602) 506-3274

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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MATERIALS MANAGEMENT PREAMBLE

It is important that all applicants understand that the specialty areas of practice as noted in **Section 1. INTRODUCTION**, are covered by this solicitation and any contract awards resultant of this solicitation. Any applicant who is determined (via Review of Qualifications) to meet the minimum qualifications of this ROQ, shall also be required to meet the minimum standards (qualifications) as determined by OPDS, to provide specific specialty services as defined in **Section 2. GENERAL REQUIREMENTS, subsection A. Minimum Qualifications** (below). Applicant shall indicate via "OPDS Adult Criminal Application" (EXHIBIT 3), which is an integral part of this solicitation, the specialty area or areas of practice they desire to provide to Maricopa County, and the court locations for which they are willing to provide service. OPDS shall make the determination(s) regarding qualifications for each specialty area and the service locations to which the awardee shall provide services. Awards made as a result of this solicitation shall not specify the specialty area of practice, or the service location, which are the responsibility of OPDS, and may be subject to change, based upon the individual contractor's qualifications and/or preferences throughout the duration of this contract.

In the event that an awardee under the contract resultant of this solicitation, determines during the course of this contract that their "qualifications" have changed which may qualify the awardee for practice in additional areas, he or she may advise OPDS via written document. OPDS, upon review of the awardee's request, is not, however, obligated to make assignments in additional areas.

Applicants are advised that contract awards shall be made to individuals ONLY. No awards shall be made to firms or partnerships. The individual's application shall fully agree with his/her vendor registration. Vendor registration, and/or any change necessary to comply with this requirement is the responsibility of the applicant.

SECTION I INTENT

1. INTRODUCTION

The intent of this Invitation for Solicitation (Review of Qualifications (ROQ)) is to establish a listing of qualified contractors to provide indigent representation attorney services for the Office of Public Defense Services. This solicitation effort shall encompass indigent representation specialty services for the following areas of practice:

- 1) Adult Felony (*current serial number 04010-ROQ*)
- 2) Homicide/Major Felony (*current serial number 04011-ROQ*)
- 3) Adult Criminal Appellate/PCR (*current serial number 04021-ROQ*)
- 4) Capital (*current serial number 07046-ROQ*)

This solicitation is intended to replace current contracts for the above noted areas of practice. **Current contractors MUST reapply in order to continue providing services to Maricopa County.** All assignments made to awarded contractors as a result of this solicitation shall be at the compensation schedule(s) found in this solicitation. Any assignment made by OPDS for any of these areas of practice prior to the effective date of this contract shall be at the fees/compensation schedule(s) effective at the time of that assignment.

Multiple awards (listing of qualified vendors) will be made. Maricopa County reserves the right to add providers to this agreement at any time as required to ensure both adequate competition and fulfillment of OPDS requirements. No guarantee is made regarding the frequency of any re-solicitation effort. Re-solicitation efforts may be made for one or more areas of practice at any time at the option of OPDS.

Contractors agree to fully comply with all terms and conditions of this solicitation for inclusion on the list of qualified Maricopa County vendors. The applicant shall register as a vendor with Maricopa County and shall fully agree with the requirements of vendor registration. Additionally, fees and compensation for each area of practice are pre-determined and are not negotiable.

Submission of an application in response to this solicitation shall signify full understanding and agreement with the terms and conditions of the solicitation. Applicants shall clearly designate the area or areas of practice and the preferred location of the service, if applicable, for which they are applying. No guarantee is made regarding the frequency of assignments or volume of work that any contractor may be offered.

At the option of OPDS and Materials Management, this solicitation may be determined to be “open and continuous”, **AFTER** the initial solicitation “opening date and subsequent contract award date”. In the event that OPDS requirements demand additional providers, this solicitation may be converted to “open and continuous” as a re-solicitation effort. Full response information will be provided in the event that determination is made.

2. GENERAL REQUIREMENTS

A. Minimum Qualifications.

Applicant shall be a graduate of a fully accredited law school. Applicant shall be member in good standing of the Arizona State Bar Association *and* shall be licensed by the Arizona State Bar Association, *and* shall maintain the same for the duration of any contract award.

Additionally, the applicant shall demonstrate the following minimum qualifications for the areas of practice described below:

- FELONY—At least one year of relevant experience in the area of criminal law in the State of Arizona.
- MAJOR FELONY—At least 2 years of relevant experience in the area of criminal law in the State of Arizona
- APPEALS AND PETITIONS FOR POST-CONVICTION RELIEF—At least 2 years relevant experience in the area of criminal law in the State of Arizona.
- CAPITAL—Qualified pursuant to Rule 6.8 of the Arizona Rules of Criminal Procedure as either lead or co-counsel.
- CAPITAL APPEALS—Qualified pursuant to Rule 6.8 of the Arizona Rules of Criminal Procedure.

B. Agreement to Provide Services

Applicant, by submission of an application to this solicitation, agrees to fully provide the services defined within at the pre-determined compensation schedule. Fees or compensation as stated within this solicitation are firm and not negotiable. Contract award does not guarantee any number of assignments or any other measure of work.

C. Performance Reviews

Contractors are advised that OPDS reserves the right to conduct periodic performance reviews. The results of these reviews may be used by OPDS to determine if any additional case assignments are to be made and also the type of cases that may be assigned to the contractor.

SECTION II GENERAL PROVISIONS

1. DEFINITIONS

As used throughout the Contract, these terms shall have the following meanings unless the context requires otherwise:

- A. Board of Supervisors – Maricopa County Board of Supervisors.
- B. Billable Time – time spent for the benefit of the Client which substantially advances the case toward conclusion. Billable time may include court time, legal research, interviews of the Client and witnesses, and other work required to effectively represent the Client. Billable time does not include, for example, the following:
 - 1. non-substantive motions such as motions to continue, motions to withdraw or time spent reviewing a file prior to moving to withdraw;
 - 2. support services or overhead items that are compensated through Contractor's Contract Rate including such things as secretarial services, typing, leaving messages, transmitting documents by facsimile, mailing letters and photo copying; or
 - 3. activity that does not substantially advance the Client's case such as unanswered telephone calls, leaving messages, or setting up meetings or conferences.
- C. Client – a person who receives services from Contractor pursuant to an assignment by OPDS.
- D. Contract – this document and all attachments hereto.
- E. Contract Administrator – the agent designated by the County Administrative Officer to develop, administer and monitor the contracts for OPDS.
- F. Contractor – the person agreeing to provide services to Maricopa County and the client pursuant to this contract.
- G. County – Maricopa County and is synonymous with OPDS and OCC.
- H. Extraordinary compensation – the calculation of additional compensation beyond that provided by contract. Extraordinary compensation must be negotiated between the Contract Administrator and the Contractor, in writing, based on the facts of the individual case and Contractor's overall compensation under the entire contract.
- I. Fiscal Year – the 12 consecutive months from July 1 to June 30, inclusive.
- J. OCC – the Office of Contract Counsel and is synonymous with Office of Public Defense Services and with Maricopa County
- K. OPDS – the Office of Public Defense Services and is synonymous with Office of Contract Counsel and with Maricopa County
- L. Parties or Party – OPDS, the County and Contractor as the context requires.
- M. Reimbursable Expenses – expenses which are (1) reasonable and necessary; (2) for the legal representation of a Client; and (3) approved in advance by the Contract Administrator. Reimbursable expenses do not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County; (4) expenses for stationery, postage, envelopes, transmission by facsimile, parking and supplies; or (5) other items that are an ordinary cost of doing business.
- N. Representation – the services that Contractor provides to a Client in a specific legal matter.
- O. Trial – participation in a court hearing at which jeopardy or preclusion attaches, witnesses are sworn and testimony is taken. A trial day is 5.0 or more hours of actual trial time; a half-day is less than 5.0 hours.

2. **TERM**

The contract awarded as a result of this solicitation shall be awarded for a period of ten (10) years from the initial effective or "Commencement Date".

The Contract begins on **August 1, 2009** (the "Commencement Date") and expires on **August 31, 2019**, unless extended, amended or terminated consistent with the provisions of the Contract.

3. **RIGHT TO EXTEND CONTRACT**

The County may, at its option and with the approval of Contractor, extend the term of the Contract up to a maximum of ten (10) additional one (1) year periods, from the original expiration date. Contractor shall be notified in writing by Materials Management of the County's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Nothing herein shall be construed to guarantee that the County will subsequently extend or award a Contract.

4. **DEFAULT, SUSPENSION AND TERMINATION**

A. The Contract Administrator may suspend, modify or terminate the Contract upon Contractor's failure to perform or upon the occurrence of an event that may cause or result in Contractor's failure to perform any requirement of the Contract. Failure of performance shall include failure by Contractor to fulfill the reporting requirements of the Contract. Additionally, Contractor's contract may be terminated due to economic events that may have an adverse effect on the Office of Public Defense Services' budget or a material change in circumstances including, but not limited to, reduction in the number of cases to be assigned at a given location of the Maricopa County Superior Court or any of its lower courts.

B. The County may terminate the Contract as follows:

1. No Cause: Upon thirty (30) days written notice to Contractor.
2. For Cause: Immediately upon written notice to Contractor.

C. Contractor may terminate this contract upon 30 days written notice to the Contract Administrator. Contractor's termination of a contract(s) does not terminate Contractor's duty to continue representing those cases/persons assigned to Contractor prior to the effective date of termination. See Section 6(D) below.

5. **NON-EXCLUSIVE STATUS**

OPDS may contract for the same or similar professional services through persons other than Contractor. This provision applies to OPDS only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of OPDS.

6. **CONTRACTOR'S RESPONSIBILITIES**

- A. Effective Representation. Contractor shall effectively represent the Client including, but not limited to:
1. contacting and conferring with the Client concerning the representation within a maximum of 48 hours of Contractor's notice of appointment;
 2. maintaining reasonable contact with the Client until the representation is terminated;
 3. using reasonable diligence in notifying the Client of necessary court appearances including any court action that arises out of the Client's non-appearance;
 4. conducting such interviews and investigation as are appropriate;
 5. appearing in court on time at whatever time the court designates.

- B. Accept Assignments. Contractor shall accept all assignments made by the Contract Administrator unless Contractor is not ethically permitted to accept the representation pursuant to Rules of Professional Conduct.
- C. Replacement Representation. In the event Contractor is unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OPDS so that OPDS may appoint replacement counsel. OPDS may require Contractor to account for the time Contractor has actually expended and to return all or part of the payment for the representation where appropriate.
- D. Continuing Representation. Contractor has a continuing duty to represent the Client until the court has terminated the representation. Termination of the contract by either party does not terminate the Contractor's duty to provide services in those cases assigned prior to the effective date of termination.
- E. Removal for Failure of Performance. In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor shall reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation of the failure of performance.
- F. Determination of Indigence. Contractor shall notify the court and request a re-determination of the Client's indigence if reasonable grounds exist to believe that a Client is not indigent. In the event the court permits Contractor to withdraw from the representation, Contractor may not represent the Client for a fee arising out of that representation without prior written approval of the Contract Administrator. In the event the court permits Contractor to withdraw from the representation, Contractor shall notify OPDS of the determination that the client is not indigent and shall return any fees paid by OPDS and not earned by the contractor.
- G. No Additional Compensation. Contractor may not solicit or accept private or additional compensation of any kind, including attorney's fees, in any matter that relates to or arises out of a pending assignment or representation other than compensation as specified in the Contract unless approved in writing by the Contract Administrator.
- H. Records and Reports. Contractor shall create and keep detailed and accurate case logs, final disposition records and time sheets relating to the representation. Contractor will periodically report on a timely basis data and statistics to the Contract Administrator in the manner prescribed by OPDS. Failure to submit case logs, final disposition records and time sheets in the time and manner specified by OPDS will result in withholding compensation until the contractor is in compliance. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed or the services provided under the Contract except any document that is privileged as an attorney-client communication. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, and regulations.
- I. Cooperation. Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OPDS Contractors and staff and shall carefully plan in order to perform duties under this contract timely and effectively. Contractor shall not commit or permit any act that will interfere with the performance of work by the Contract Administrator, any other Contract Attorney or their staffs. Contractor shall notify OPDS if any non-contract counsel enters an appearance on behalf of a criminal defendant on a Knapp v. Hardy or other basis.
- J. Substitute Performance. This is a personal services contract between Contractor and the County. Contractor may, on occasion, allow substitute counsel to appear in court on behalf of the contractor. The substitute counsel must be an attorney who holds a contract with OPDS similar to the contractor's contract. If the substitute counsel represents another party in the case, the contractor shall not be paid for the appearance. Any other substitute counsel must be approved in advance by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall remain primarily responsible for the performance of the contract.
- K. Requests for Expenditures. Contractor shall submit for approval by the Contract Administrator all requests for payment of expert witness fees, travel expenses, publication of legal notices, investigators, mitigation specialists (in capital cases only), service of process, court transcript fees and other reasonable

and necessary expenditures. Contractor may not incur any expense for the account of the County without prior approval of the Contract Administrator. Failure to obtain prior approval may result in non-payment for the expenditure and the debt shall become the personal responsibility of the Contractor. A copy of the approval must be given to the approved vendor for its billing purposes prior to the commencement of their work. If an approved vendor exceeds the OPDS approved amount for the expenditure, OPDS is not obligated to pay any such overage and it becomes the personal responsibility of the Contractor. When billing for reimbursement, receipts for all expenses must be included. All expenses must be approved by OPDS prior to being incurred. Bills for expenses incurred prior to approval by OPDS may not be honored or ratified.

OPDS will not reimburse Contractor for office supplies, secretarial or other staff services, transcripts of witness interviews or any other type of expense that involves the general cost of doing business including, but not limited to, long- distance telephone calls, unless approved in advance by the Contract Administrator as an extraordinary expense.

- L. Investigators. Contractor shall submit for approval by the Contract Administrator any request for appointment of an investigator. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OPDS.

Conducting witness interviews arranged by the prosecution is not the responsibility of the investigator. Conducting these interviews is the responsibility of the assigned lawyer unless the lawyer cannot be present due to illness or other unforeseen emergency. Then, and only then, will investigators be permitted to bill for the time spent conducting this type of interview.

- M. Mitigation Specialists. In capital cases only, Contractors may submit for preliminary approval by the Contract Administrator a request for appointment of a specific mitigation specialist. If the nominated mitigation specialist appears to be available to perform the requested work in a timely basis, OPDS will assign the mitigation specialist to the case. Contractor will be responsible for reviewing and certifying the investigator's billings prior to payment by OPDS. Failure to obtain prior approval for the work of a mitigation specialist will result in non-payment and the debt shall become the personal responsibility of the Contractor.

- N. Appointment of Interpreters. Interpreters from Maricopa County's Office of Court Interpreters shall be used for non-English-speaking clients as necessary for all court proceedings and out-of-court matters.

- O. Requests for Court Authorization. Any request made of any Court for any order directing any action or payment by OPDS or Maricopa County must be served upon the Contract Administrator in compliance with the Rules of Civil Procedure regarding service and giving notice of motions. See also see Section II, Part 6, subsection R.

- P. Compliance with Law. Contractor will comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona, relating to the licensure and regulation of attorneys. In the event the Contractor is suspended by the Arizona State Bar, on an interim or other basis, Contractor must immediately notify OPDS of this suspension so that appointment of cases may be stopped. Failure to comply with such notice will result in termination of Contractor's contract(s).

- Q. Technological Equipment. Contractor must possess the following equipment to meet the needs of OPDS appointment protocol:

1. Desktop or laptop computer,
2. Microsoft Office Suite Software and Adobe Reader; and other software as might be needed to allow contractor to conduct business electronically with OPDS,
3. E-mail address; and
4. Cellular telephone.

- R. Court Orders for additional compensation. In the event that a Contractor files a motion with any Court for additional compensation or any expenditure in addition to that provided for under the terms of the

contract, Contractor must timely serve a copy of the motion upon OPDS. Failure to give OPDS notice of a motion for additional compensation or expenditure on a timely basis will result in either suspension or termination of the contract.

- S. Monthly Case Logs. All case logs must be returned via e-mail to OPDS by the date designated by OPDS. This includes all changes to case dispositions and hours-to-date. Failure to submit case logs by the designated date may result in the withholding of Contractor's monthly contract payment or other payments made by the department on a case-by-case basis until such documentation is provided.
- T. Reporting and Billing periods. Any claim for services must be submitted within 6 months of the service.
- U. Attorney Complaints. Complaints made about a Contractor may be forwarded to Contractor with a request for a response to the complaint. The Contractor must respond to the complaint in writing within 10 days.

7. AVAILABILITY OF FUNDS

Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year, (on June 30 of each year), is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that any budget item will be adopted. The approval of such expenditures is the exclusive province of the Maricopa County Board of Supervisors at the time of the adoption of the budget.

8. INDEPENDENT CONTRACTOR

- A. Contractor's relationship to the County is that of an independent Contractor and not as an employee.
- B. This contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.
- C. No persons or services utilized by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, and other employee benefits and all taxes and premiums relating to such persons, and shall defend, indemnify and hold the County harmless for any and all claims, suits, liability and damages which the County may incur because of Contractor's failure to pay such taxes or obligations.

9. RIGHTS IN DATA

The County shall have the use of data and reports resulting from the Contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the Contract. The data and reports or compilations of data are public records under Arizona law.

10. MALPRACTICE INSURANCE

- A. Contractor shall provide to the Contract Administrator a declarations page for a current certificate of insurance for errors and omissions (professional malpractice) coverage in an amount not less than \$250,000/\$500,000. Errors and omissions coverage shall remain in force during the entire term of the Contract. In the event Contractor's insurance is terminated or suspended, Contractor shall immediately give written notice to the Contract Administrator. Failure to provide proof of errors and omissions coverage during any period of the contract shall result in its immediate termination for cause. Proof of errors and omissions coverage is due on the first day of the second month of the effective date of the contract.
- B. Contractor shall not be entitled to liability coverage or costs of defense from County or its Self-Insurance Trust from liability or any other claims arising from Contractor's performance under the Contract.

- C. Contractor agrees to defend the County and hold it harmless from any claim that may arise from Contractor's performance of the Contract.

11. AMENDMENTS

All amendments to the Contract shall be in writing and signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

12. STRICT COMPLIANCE

Acceptance by OPDS of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term or an acceptance of anything less than strict compliance with all other terms.

13. LAWS, RULES AND REGULATIONS

Performance under the Contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Contractor in the performance of the Contract will not discriminate against any person based on race, religion, sex, national origin, or disability.

15. RETENTION AND ADEQUACY OF RECORDS

Contractor agrees to retain all books, records, and other documents relevant to the Contract for six (6) years after final payment or until after the resolution of any audit questions, whichever is longer. County auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of all such materials.

OPDS will not pay for costs associated with the storage of any records or files created for, pertaining to, or arising from this contract.

16. AUDIT AND AUDIT DISALLOWANCES

Contractor shall reimburse the County for any service or expenditure that is not sufficiently documented in Contractor's books, records and other documents. In the event the County disallows any payment or request for payment pursuant to this section, OPDS shall notify Contractor in writing of the disallowance and the required course of action relating to the disallowance. OPDS may recover from Contractor any sums due through an action at law or as a setoff or counterclaim.

17. DISPUTES

Except as otherwise provided by law, any dispute arising under the Contract shall be processed according to the procedure identified in the relevant section(s) of the Maricopa County Procurement Code.

18. WAIVER OF CLAIMS

A. Contractor accepts the compensation provided in the Contract in lieu of any other claim, demand, request or compensation for the services that Contractor provides pursuant to the Contract.
Contractor's obligations under this section, including the duty of continuing representation, shall survive the termination or expiration of the Contract.

B. Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a

portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:

1. County's average cost per case for all the services provided by Contractor under the Contract compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys;
2. County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and
3. Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is found to be invalid or unenforceable, the Contract may be terminated at the sole discretion of the Contract Administrator.

19. GOVERNING LAWS

The Contract shall be governed and construed in accordance with the laws of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court only after the exhaustion of administrative remedies.

20. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

21. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall use reasonable efforts to comply with all applicable federal and state laws, rules and regulations.

22. NOTICE

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing, and shall be deemed delivered upon the following:

- A. personal delivery;
- B. one (1) business day from the transmission by electronic mail or telecopier; or
- C. five (5) business days from deposit in the United States mail, registered mail or certified mail, return receipt requested, with postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

23. RULES OF CONSTRUCTION

- A. Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.
- B. Merger. All prior and contemporaneous contracts, agreements, statements and understandings with respect to the subject matter of the Contract, if any, among the Parties, or their agents, are merged into the Contract, and the Contract shall constitute the entire agreement among the Parties.
- C. Successors. The Contract shall be binding upon, and inure to the benefit of, and shall be enforceable by, the successors, assignees and transferees of the Parties.

- D. Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity 1.) by the terms of the Contract or 2.) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.
- E. Severability; Blue Pencil. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be 1.) modified to the extent necessary to make it valid and enforceable or 2.) excluded from the Contract.
- F. Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy, nor does it limit any other legal or equitable remedy that may be available to any Party.

24. MISCELLANEOUS

- A. Process Server. All expenditures for service of process must be approved by OPDS prior to incurring any such expense. In the event that Contractor does not request and receive OPDS's approval before incurring such an expense, Contractor shall be personally responsible for payment of the process server's service invoice. Contractor will use only a process server approved by OPDS.
- B. Court Reporters. Only appellate and post-conviction relief transcripts are paid directly by OPDS. Any other use of court reporters or transcriptionists must be approved in advance by way of a Request for Expenditure of Funds. It is the Contractor's responsibility to deliver the approval to the appropriate, approved vendor. If transcripts are requested during a trial (to impeach a witness, etc.), the court reporter should be informed that the request is for a transcript of the testimony only and that OPDS will pay \$2.50 per page for the original only and an additional \$0.30 per page for one copy.

If a motion for a new trial is granted, the County Attorney and all defense counsel should share the cost of the transcript of the original trial. RUSH (delivery within 5 days) and EXPEDITED (delivery within 10 days) transcription requests are strongly discouraged and likely to be rejected absent unforeseen exigent circumstances. OPDS requires that Contractor justify such requests with an explanation as to why additional expense was unavoidable. If the necessity for rush or expedited charges is the result of delay on Contractor's part, Contractor will be required to pay any charges beyond the reporter's standard page rate.
- C. Audio and Video Tape Transcription. Transcriptions of tape recorded interviews must be approved in advance. The transcription will be done by a vendor approved by OPDS. It is the responsibility of each Contractor to make the request for approval and to deliver the tapes in time to take advantage of the Regular delivery rate of 20 calendar days. The Expedited delivery rate of 10 calendar days and the Rush delivery rate of 1 day will not be approved absent extraordinary circumstances.
- D. Travel. All travel for contractors, witnesses or expert witnesses must be pre-approved and scheduled or authorized through OPDS.
- E. Identification Badges. Identification badges are available to Contract Counsel at no charge.
- F. Change of Address/Firm. Contractor must advise OPDS promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. Any change of this type shall be accomplished by advising OPDS in writing and making the appropriate changes to Maricopa County Vendor Registration (see Exhibit 1).
- G. Weapons policy. No weapons, loaded or unloaded, props or real, are to be brought into the courthouse buildings. There are security lockers for storage of these items in the court buildings. Questions regarding this policy can be addressed to Court Administration at (602) 506-3070.
- H. Designation of Contract and Location. The contract applications include a cover sheet for applicants to rank their preferences for each of the contract categories and locations. Applicants may apply for more than one category of contract and more than one location, but no applicant is guaranteed an award of any, one, or multiple contract categories or a preferred location. If an applicant does not wish to be considered for one or more categories of the contract, the applicant shall clearly designate that category or those categories. Applicants should not designate willingness to provide services for any of the specialty

categories of which they do not meet the minimum qualifications of this solicitation, at the time of submission.

- I. Adult and Juvenile Contracts. Contractors shall not be awarded both adult and juvenile contracts with the exception of the appeals contracts. Adult Civil Contracts may be awarded with either adult or juvenile contracts.
- J. Appointments.
1. Bench Appointments: Any and all appointments made from the bench without the consent of OPDS may result in non-payment for the case.
 2. Non-contract appointments: Appointments made, without the consent of OPDS, to counsel who have not been awarded the appropriate contract by the Maricopa County Board of Supervisors may result in non-payment for the case.
- K. Billing for Time.
1. All Contractor invoices submitted for payment must contain an itemized statement of hours describing in detail in chronological order the following:

| <u>Date</u> | <u>Description of Event</u> | <u>Time (in tenths of an hour)</u> |
|-------------|-----------------------------|------------------------------------|
|-------------|-----------------------------|------------------------------------|
 2. This is a contract between Maricopa County and Contractor. Time for the services of secretaries, paralegals, legal assistants, caseworkers, or any other non-contract person will not be considered when considering hours worked by a Contractor on a case.
- L. Total Open Caseload.
1. All Adult Contractors who hold contracts in the following areas are subject to a combined open/pending maximum caseload for all past and present contracts, regardless of contract type, of 100 OPDS-assigned clients (determined by primary case numbers):
 - a) Adult Felony;
 - b) Appeals/PCR;
 - c) Homicide/Major Felony;
 - d) Mental Health;
 - e) Probate; and
 - f) Adult Special Advocacy
 2. All Juvenile Contractors who hold contracts in the following areas are subject to a combined open/pending maximum caseload for all past and present contracts, regardless of contract types, of 260 OPDS-assigned clients (determined by primary case numbers):
 - a) Juvenile Appeals;
 - b) Juvenile Delinquency;
 - c) Juvenile Dependency;
 - d) Juvenile Drug Court; and
 - e) Juvenile Special Advocacy.
 3. In the event that Contractor's caseload exceeds the applicable threshold, Contractor and the Contract Administrator will confer to examine the nature and quality of the caseload to determine if the Contractor should be assigned additional cases. The final decision on this issue shall be made by the Contract Administrator.
- N. Office of Public Defense Services' Policies and Procedures.
- Throughout the contract period, OPDS reserves the right to implement new administrative policies and procedures in response to the demands of the Superior Court, its lower courts, the Materials Management Department of Maricopa County, the Department of Finance of Maricopa County, and the Board of Supervisors of Maricopa County.

25. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

- A. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act, for all employees performing work under the Contract. Form I-9 is available for download at USCIS.GOV.
- B. The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County determine that the Contractor or any of its subcontractors is not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

26. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN

- A. By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- B. The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County determine that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

27. CONTRACTOR LICENSE REQUIREMENT

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

**SECTION III
WORK STATEMENT**

1. EFFECT

This Work Statement shall control should there be any conflict between the General Provisions and Work Statement sections of this contract.

2. DUTIES

The contractor shall provide legal services as assigned in the following proceedings as determined by the areas of practice in which the contractor and Maricopa County agree and for which the contractor is deemed, by Maricopa County, to be qualified:

CAPITAL OFFENSES

- Lead Counsel as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure
- Co-Counsel as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure
- Capital Appeals as defined by Rule 6.8 of the Arizona Rules of Criminal Procedure

MAJOR FELONY OFFENSES

- First degree (non-capital) murder
- Second degree murder
- Manslaughter
- Negligent Homicide
- Any other felony proceeding which is designated by OPDS as not appropriate for the Felony Offense contract because of the seriousness or complexity of the case. The designation of “complex” by the court is indicative of, but not determinative of, the OPDS designation of complex for the purpose of this contract.

FELONY OFFENSES

- Any felony offense not included in the Major Felony Offense paragraph of this section.
- Probation Violation
- Witness Representation
- Misdemeanor cases, including those in Justice Courts

APPEALS and PETITIONS for POST-CONVICTION RELIEF

- Direct Appeals
- Petitions for Post-conviction Relief from trial and plea proceedings

Assignments within each area of practice shall be made, as much as practicable, on a rotating basis. The contractor’s case load and schedule as well as OPDS policies and the availability of the contractor for the next court date may affect the assignments.

3. CLIENT'S FAILURE TO APPEAR

- A. Preliminary Hearing. Contractor will not receive credit for any client who fails to appear for a preliminary hearing or first court appearance.
- B. Post-Arraignment. OPDS shall give Contractor credit for the case if the client fails to appear after the arraignment. Contractor shall resume the representation when the client appears for further proceedings whether or not the Contractor holds a contract at the time of the client's reappearance. Should the contractor be unable to resume the representation of the client due to ethical reasons or any other reason determined to be sufficient by the Contract Administrator, the contractor will return to OPDS any money paid for the representation of the client.

4. CHARGES NOT FILED

Contractor shall notify the Contract Administrator if a charging document is not filed against a client. Contractor shall not receive credit for the case unless a charging document is filed.

5. WITNESS REPRESENTATION

The contractor shall be paid pursuant to this contract for representation of a witness. In the event that the witness is subsequently charged with a crime related to the testimony given or sought, the contractor will continue to represent the client. In the event that charges are filed, the contractor shall be paid pursuant to the contract for the offense charged minus any money paid for representing the client as a witness. Representation of multiple witnesses in the same case shall be paid as a single witness.

6. DUTIES OF CO-COUNSEL IN CAPITAL CASES

Contractor who is assigned as 2nd chair counsel in a capital case shall perform those duties delegated by lead counsel in conformity with the ABA Guidelines and Rule 6.8 of the Arizona Rules of Criminal Procedure.

7. COMPLEX CASES

Contractor may petition the Contract Administrator for additional compensation for any assignment that requires Contractor to expend an extraordinary amount of time. Additional compensation must be requested in writing and thereafter negotiated between the Contract Administrator and the Contractor. The designation by the court that a case is complex is not binding on OPDS for the purposes of determining whether or not a case qualifies for additional compensation. The Contract Administrator will consider the following factors in determining the amounts of additional compensation:

- o The complexity of the case;
- o The time within which the contractor must be prepared for trial or sentencing;
- o The duration of the case;
- o The amount of time actually spent on the case by the contractor;
- o The contractor's overall compensation under the entire contract; and
- o Any other factor which, in the opinion of OPDS, should be considered.

8. APPELLATE CASES

When assigned to a direct appeal the contractor shall be responsible to represent the client throughout the proceedings including Petitions for Review or, in capital cases, Petitions for Writ of Certiorari to the United States Supreme Court. When assigned to a Petition for Post-conviction Relief, the contractor shall be responsible to represent the client throughout the proceedings including Petitions for Review.

SECTION IV CONSIDERATION

1. COMPENSATION

The following is the schedule of payments for each of the areas of practice and the cases within those areas of practice:

CAPITAL OFFENSES

- Lead Counsel \$125 per hour
- Co-Counsel \$95 per hour

MAJOR FELONY OFFENSES

- First Degree Murder \$70 per hour
- Second Degree Murder \$70 per hour
- Manslaughter \$70 per hour
- Negligent Homicide \$70 per hour
- All other Offenses \$70 per hour

FELONY OFFENSES

- Class 1, 2 and 3 \$1,250
- Class 4, 5, and 6 \$900
- Felony DUI \$900
- Probation Violation \$250
- RCC/EDC \$400
- Misdemeanors \$400
- Witness representation \$300

APPEALS and PETITION FOR POST-CONVICTION RELIEF

- Capital Appeals \$20,000
- Appeals \$2,000
- Appeal of Misdemeanor Conviction \$1,250
- PCR from Trial \$2,000
- PCR from Plea \$500

2. MULTIPLE CASES

If a contractor is assigned multiple cases for the same defendant, the contractor shall be paid for the case that would result in the highest payment. If the cases are resolved with plea agreements, either at the same time or different times, the contractor will be paid an amount equal to one-half of the amount for the case that would result in the next highest payment. No additional payments will be made.

If the cases are resolved by separate trials, the contractor shall be paid individually for each case tried according to the schedule in paragraph one. Cases resolved by a plea agreement after a trial in another matter shall be treated according to the previous paragraph.

3. PROBATION VIOLATION CASES

If a contractor is assigned a probation violation case or cases for a defendant with a pending felony case that alleges a new criminal offense, no compensation in addition to that paid for the felony case shall be paid for the probation violation case or cases.

If the client is acquitted of the new felony offense at trial or the charge is dismissed and a probation violation hearing is held, at which a witness testifies, the contractor shall be paid for the violation case according to the schedule in paragraph 1 of this section.

4. REGIONAL COURT CENTERS

If a contractor is assigned to a case in a Regional Court Center (RCC) and the case is resolved in RCC, the payment shall be made according to the schedule in paragraph one of this section. If the case is not resolved in RCC, the case may be re-assigned to another contractor for proceedings after the RCC, at the election of OPDS. If OPDS elects to assign the same contractor to the case after the RCC proceedings, that contractor shall be paid according to the schedule in paragraph one minus any RCC payment that has been made. All appointments made in RCC courts must be made through OPDS or no payment will be made.

5. REMOVAL OF THE CONTRACTOR

In the event that the contractor is removed from a case for failure to perform or inability to perform, the contractor shall reimburse OPDS for the funds that have been paid on the case. This reimbursement, at the election of OPDS, may be made by OPDS withholding payments due to the contractor on other cases. Failure to perform includes, but is not limited to, failure to appear for a scheduled court appearance.

6. REPLACEMENT OF THE CONTRACTOR BY PRIVATE COUNSEL

In the event the client retains private counsel, the contractor shall be paid according to the schedule in paragraph one of this section if the contractor provides a billing statement to support the fact that the contractor spent the following amounts of time on the case:

- MAJOR FELONY Will be paid hourly
- FELONY 10 hours
- APPEAL 15 hours
- PCR TRIAL 15 Hours
- PCR PLEA 10 Hours

7. METHOD OF PAYMENT

- FELONY AND APPEALS/PCR

Subject to the availability of funds, OPDS will process and remit to the Contractor a warrant for payment each month during the term of the contract. Payment will be based on the number and type of cases assigned to the Contractor during the previous month, minus any adjustments.

○ MAJOR FELONY

The contractor will submit an invoice for payment on major felony cases with a billing statement indicating the number of hours that have been devoted to the case once at least 40 hours have been accumulated. Subject to the availability of funds, payment will be made once the invoice has been processed. In the event the contractor is removed from the case prior to its resolution (sentencing), the contractor will be required to reimburse Maricopa County pursuant to the provisions of paragraph 6 of this section.

○ CAPITAL

The contractor will submit a monthly billing statement indicating the number of hours that have been devoted to the case during the previous month. Subject to the availability of funds, payment will be made once the invoice has been processed.

○ ADDITIONAL COMPENSATION

Any request for compensation in addition to that which is provided in paragraph one of this section shall include a billing statement of all of the hours devoted to the case in question.

8. ELECTRONIC BILLING

In the event OPDS implements an electronic billing system, continued assignment of cases may be dependant upon the contractor agreeing to the terms established for that billing system.

9. FAILURE TO PERFORM

While no grounds are necessary to terminate the contract by either party, contractors are advised that failure to perform the duties of the contract is likely to result in termination of the contract. Missing scheduled court appearances or deadlines is, among other things, a failure to perform.

10. TAXES AND BENEFITS

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, workman's compensation and other mandatory governmental obligation, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability which the County may incur because of Contractor's failure to pay such taxes or obligation including any liability for any such taxes or obligations.

11. REVIEW OF COMPENSATION SCHEDULE

OPDS shall review compensation/fees schedule for each legal specialty found in this solicitation, on an annual+ basis (anniversary of contract award commencement date). Changes, if any to the Compensation Schedule are at the sole discretion of OPDS.

ATTACHMENT A

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING APPLICATION

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT 1
VENDOR REGISTRATION PROCEDURES
AND
SMALL BUSINESS PROGRAM**

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is required that you select an appropriate commodity code(s) associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

EXHIBIT 2

LETTER OF TRANSMITTAL
(To be typed on the letterhead of Respondent)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: Solicitation Number – 09020 - ROQ

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Review of Qualifications dated _____ and agrees to perform as proposed in their Response, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____, if you should desire to accept this Response.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3



Application for Indigent Representation
Office of Public Defense Services

All sections of this application shall be completed for contract award consideration.

Adult Criminal Application

NAME (applicant): _____
(INDIVIDUAL APPLICANT ONLY, NO AWARDS SHALL BE MADE TO A FIRM OR PARTNERSHIP)

YEAR ADMITTED TO ARIZONA BAR _____

Please indicate the specialty areas of practice for which you are both qualified and willing to provide services to Maricopa County

- Capital-Lead Counsel _____
- Capital-Co-counsel _____
- Capital Appeals _____
- Appeals/PCR _____

Indicate below, in which court location(s) you are willing to provide services (preference):

- | | Downtown | Southeast |
|------------------------------------|----------|-----------|
| <input type="radio"/> Adult Felony | _____ | _____ |
| <input type="radio"/> Major Felony | _____ | _____ |

Your responses to the following questions will be kept confidential within the evaluation committee. Applicants should understand, however, that in accomplishing a due diligence investigation committee members may divulge some information to the references contacted in order to obtain the information needed by the committee.

Additionally, it is **MANDATORY** that you attach a current resume to this application.

Personal Data

1. Name (surname, first, middle):

2. Federal Tax I.D:

3. Maricopa County Vendor Identification Number:

4. Business Address (shall be in full agreement with vendor registration):

.....

.....

.....

.....

5. Office Phone:

6. Cell Phone:

7. E-mail Address:

Professional Data

Please complete the table below:

| College / University | Dates | Degree |
|----------------------|-------|--------|
| | | |
| | | |
| Law School | | |
| | | |
| | | |

1. Are you currently licensed to practice law in the State of Arizona?

YES ___ NO_____

2. Bar Admission Dates:

3. State Bar Number:

4. List other states licensed to practice (please provide dates):
.....

5. Are you currently employed by Maricopa County/ Superior Courts?

YES ___ NO_____

6. Have you ever contracted with Maricopa County / Superior Court?

YES ___ NO_____

If yes, please provide details:

.....
.....

7. Have you ever been employed by a public defense agency or prosecutorial agency?

YES ___ NO_____

If yes, please provide details:

.....
.....

8. Has a charge of professional misconduct ever been made against you with a state bar in any jurisdiction?

YES ___ NO_____

If yes, please provide details:

.....
.....

9. Provide details of any sanctions imposed on you by any court:

.....
.....

10. Languages

List any language(s), other than English, in which you are fluent:

.....
.....

Memberships and Activities in Professional Organizations

Please complete the table below:

| Membership /Organization | Dates | Offices Held |
|--------------------------|-------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |

If any of the organizations you have listed are related to capital work, please provide further details in relation to your work within that organization:

.....
.....
.....

Continued Legal Education

List the relevant CLE (criminal / capital- related) you have attended or presented at in the last 18 months:

| <u>Topic</u> | <u>Hours of Credit Received</u> | <u>Presented or Attended</u> | <u>Sponsor</u> |
|--------------|---------------------------------|------------------------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Employment

Please complete the table below:

| | Current Employer | Previous Employer | Previous Employer |
|------------------------------|------------------|-------------------|-------------------|
| Office Name | | | |
| Job Title | | | |
| Full time / Part Time | | | |
| Business Type | | | |
| Telephone Number | | | |
| Supervisor's Name | | | |
| Supervisor's contact details | | | |
| Dates | | | |
| Hours worked / week | | | |
| Duties and Responsibilities | | | |

1. Describe your practice of law for the past five years:

.....
.....
.....

2. In which area of law do you primarily practice?

.....
.....

Capital Counsel Requirements

1. Pursuant to the requirements of Rule 6.8 of the Arizona Rules of Criminal Procedure, do you qualify as:
(Check as appropriate)

- o Lead Counsel and Co-Counsel
- o Co- Counsel only

2. List nine jury trials in which you have been involved:

| | Role | Case Name / CR Number | Judge | County Attorney |
|---|------|-----------------------|-------|-----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |

3. List any Capital cases in which you have been involved:

| | Role | Case Name / CR Number | Judge | County Attorney |
|---|------|-----------------------|-------|-----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

4. List any other trial / felony experience you have:

.....

.....

.....

.....

5. Mitigation Specialists

Complete the table below indicating the mitigation specialists with whom you have recently worked, if any:

| Name of Mitigation Specialist | Contact Information |
|-------------------------------|---------------------|
| | |
| | |
| | |

References

List three references who are either attorneys or judges:
(Include at least one judge)

| Reference Name | Job Title | Contact Information |
|----------------|-----------|---------------------|
| | | |
| | | |
| | | |

Applicant, by way of submitting an appropriate response/application to provide services as defined in this solicitation signifies full understanding and agreement with the following:

1. Work Statement and/or Scope of Work as defined in this solicitation.
2. Terms and Conditions as defined in this solicitation.
3. Acceptance of fees/compensation as defined in this solicitation.

Print Name:

Signature:

Date:

EXHIBIT 4

| | | |
|--|--|--|
| Maricopa County Policies and Procedures | Subject: Policy for Contractor Travel and Per Diem | Number: MM0030 Issue Date: 03/15/07 |
| Approved: Wes Baysinger | Initiating Department: Materials Management | |

I. Purpose

This policy is established in order to maintain a uniform definition of allowable and allocable costs acceptable to Maricopa County / Special Districts (hereinafter "the County"). It is recognized that there will be times when it is necessary for contractors to travel to the County in order to perform services under a contract. Use of this policy should insure the County does not become liable for unwarranted or excessive travel expense invoices from contractors.

Policy

- A. All contract-related travel shall be prior-approved by the County.
- B. Travel, lodging, and per diem expenses incurred in performance of County contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
- C. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
- D. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse the contractor if the contractor chooses to purchase these coverages.
 - 2. Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from the County prior to rental of a larger vehicle.)
 - 3. The County will reimburse the contractor for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4. The County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
- E. The contractor is responsible for any other miscellaneous personal expenses, as they are included in the contractor's lodging and per diem expenses.
- F. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph "C" above.
- G. Travel and per diem expenses shall be capped at (TO BE PROPOSED) % of project price unless otherwise specified in individual contracts.