



# REQUEST FOR PROPOSAL

LAKE HAVASU CITY, ARIZONA

RFP NO.: P24 - 500459

FOR

**Public Defender Services**

Laura Herzog Procurement Specialist

E-Mail: [purchasing@lhcaz.gov](mailto:purchasing@lhcaz.gov)

\*\*\*\*\*

All proposal documents shall be submitted in hard copy to the City Clerk's Office identified below, or electronically through DemandStar (<https://www.demandstar.com/app/buyers/bids/438291/details> )

CITY CLERK'S OFFICE  
2330 McCulloch Boulevard N.  
Lake Havasu City, AZ 86403  
Phone: (928) 855-2116

\*\*\*\*\*

**RFP CLOSING DATE:**  
**April 24, 2024, 3:00 P.M., ARIZONA TIME**

**RFP OPENING DATE:**  
**April 24, 2024, 3:00 P.M., ARIZONA TIME**

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**Pre-Proposal Conference: None**

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**DEADLINE FOR QUESTIONS:**  
**April 17, 2024, 3:00 P.M., ARIZONA TIME**

**RFP NO.: P24-500459**

**RFP TITLE: Public Defender Services**

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## SECTION A - REQUEST FOR PROPOSAL

**RFP NO.: P24-500459**

**RFP TITLE: Public Defender Services**

**RFP DESCRIPTION: Lake Havasu City (“City”) is seeking to establish Public Defender Contract(s) with local area attorneys and/or law firms to provide legal services as a Public Defender.**

Notice is hereby given that sealed proposals for Request for Proposal Number: **P24-500459** for: **Public Defender Services** shall be received by the **City Clerk's Office, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403, OR** electronically on DemandStar (<https://www.demandstar.com/app/buyers/bids/438291/details>) until **3:00 p.m. Arizona Time on April 24, 2024**. All proposals received in proper form shall be publicly opened virtually and read aloud on the same day at 3:00 p.m., Room 109, City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403. Public openings may be attended in-person or virtually by accessing the following video conferencing system:

To join the meeting on a computer or mobile phone:

<https://tinyurl.com/3f94b2ww>

Meeting ID: 270 366 031 956

Passcode: jcVbxK

**Join with a video conferencing device**

[160264325@teams.bjn.vc](mailto:160264325@teams.bjn.vc)

Video Conference ID: 112 219 692 0

**It is the sole responsibility of the Proposer to ensure the City receives the Proposal by the specified time. ALL Proposals MUST BE TIME STAMPED BY THE CITY BY THE STATED DEADLINE.** All late Proposals shall be rejected.

If Proposal is submitted in hard copy, the outside of the sealed package must be clearly marked "**Sealed RFP**" with the **Proposer's Name, Address, RFP Title and Number, and the Closing Date.**

**Pre-Proposal Conference: None**

The following **SHALL** be required, as stipulated in the RFP. If required, they are to be submitted either with the Proposal or when the signed Contract has been returned to the City.

**CERTIFICATE OF INSURANCE:** The successful Proposer shall be required to submit a standard insurance certificate as evidence of compliance with the Contract insurance requirements. This shall be sent to the City with the agreement before execution by the City and prior to commencing work.

*Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for RFP meetings, please contact the City Clerk's Office, at (928) 453-4142. Please provide 24 hours' notice so accommodations may be arranged.*

Publication Dates: Today's News Herald: March 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup> and 22<sup>nd</sup>, 2024

## SECTION B - INSTRUCTIONS TO PROPOSER

**1. Background.** Lake Havasu City (City) provides indigent legal representation in the Lake Havasu City Consolidated Court (Court) as required by the United States Constitution, the Arizona Constitution and the Rules of Criminal Procedure for the State of Arizona. The City contracts with local attorneys to provide legal representation to criminal defendants when appointed by a Judge of the court.

1.1 The City Court is a recipient of a Federal Grant for funding of the Treatment Court Program. This grant will terminate on September 30, 2025. The grant requires that any key staff be approved prior to grant award. Defense counsel is considered key staff. Any subsequent changes to key staff could affect receipt of further funding. All key staff are also required to have appropriate training.

1.2 Historical and Forecasted Case Load in Fiscal Year 2022-23, the total number of cases assigned to the public defender was 501 with 41 additional Veterans Court participants. In Fiscal Year 2023-24 the total number of cases assigned to the public defender was 597 with 47 additional Veterans Court participants. It is anticipated that in Fiscal Year 2024-25, 650+ cases will be assigned to the public defender with 45 additional Veterans Court participants. Additionally in Fiscal Year 2024-25, the Lake Havasu City Problem Solving Courts will establish a Co-Occurring Court and assigned 40 additional participants. Pursuant to Joe U. Smith, 140 Ariz. At 361, 681 P.2d at 1380, the maximum misdemeanor caseload per attorney is 300. It is anticipated that treatment court appointments will require more time and frequency than normal appointments.

1.3 Table of Historical and Forecasted Anticipated Case Load with percentage change

	Traditional Court Case Load		Problem Solving Court Case Load	
	Count	% Change	Count	% Change
FY2022-23	501		41	
FY2023-24	597	19% increase	47	10% Increase
FY2024-25	650	8% Increase	85	80% Increase

**2. Contract.** The contract terms and conditions contained in Section C herein identifies the requirements/duties/scope of services that the Proposer will be required to perform under the resultant contract. The contract shall be for five years for services beginning July 1, 2024, and ending June30, 2029. This is a draft contract and is not to be signed and returned with the Proposal response.

**3. Proposal Format.** RFP must be typewritten or prepared in ink and must be submitted to the City no later than the deadline of **3:00 p.m. on April 24, 2024.**

**4. Proposal Requirements.** Proposer shall respond to each of the requirements. The response shall be specific and complete in every detail. The attached Questionnaire is required to be completed in full. Incomplete Questionnaires may be deemed nonresponsive.

**5. Fees.** Compensation for attorneys or firms awarded contracts will be negotiated. Proposers shall submit in their proposal the amount of compensation they are requesting to provide said legal representation. Reference herein Section D – Proper Response and Evaluation Criteria; Questionnaire.

**6. Multiple Awards.** The City reserves the right to award contracts to multiple attorneys and firms to fulfill current and future requirements of the Court. The utilizations of any contract will be at the sole discretion of the City.

**7. Minimum Qualifications.** At a minimum, the attorney(s) providing legal services must have the following qualifications:

- 7.1 Must currently be an active member in good standing of the State Bar of Arizona.
- 7.2 Must have strong working knowledge of substantive criminal law, criminal procedure and rules of evidence.
- 7.3 Must be able to conduct the defense of clients in a professional, skilled manner consistent with standards set forth in the Arizona Rules of Professional Conduct and case law defining the duties of defense counsel in criminal cases.
- 7.4 Must have the ability to manage a high volume caseload while maintaining adequate levels of communication and attention to individual clients.
- 7.5 Must be able to make regularly scheduled court appearances; conduct case evaluation, investigation and preparation including but not limited to witness interviews, legal research, motion preparation, and related work as required; provide qualified and approved substitute counsel when unable to make regularly scheduled court appearances. Occasional unscheduled matters may arise.
- 7.6 Must be adept in negotiating and recognizing appropriate settlements and plea agreements.
- 7.7 Must have the ability to analyze, organize and present facts, evidence and arguments in trial.
- 7.8 Must have the ability to recognize potential conflicts of interest requiring recusal.
- 7.9 Must have experience as counsel in jury and bench trials.
- 7.10 Must be experienced or knowledgeable in filing appeals to Superior Court, the Court of Appeals or Supreme Court.
- 7.11 Must have a minimum of 4 years of treatment court experience and training.
- 7.12 Must have experience representing defendants in misdemeanor cases.
- 7.13 Must have the capacity to respond to unanticipated situations with professionalism.
- 7.14 Must maintain an office in Lake Havasu City which is capable of receiving clients, telephone calls and messages during regular business hours. Must have internet and email access and the ability to respond to electronic communications within 24 hours.

If you (or your firm) meet the above minimum qualifications, you are eligible to participate in the selection process.

**8. Proposal Opening.** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed exempt from public disclosure based on the need to avoid disclosure of contents prejudicial to competing attorneys and firms during the process of negotiation. The proposals shall not be open for public inspection until after contract award. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

**9. Evaluation Criteria.** Awards shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Court, based upon certain evaluation criteria including: criminal defense experience, jury/bench trial experience, references, community involvement and other achievements.

**10. Evaluation.** Proposals will be evaluated by the City Manager. The City Manager may choose to utilize a panel of individuals familiar with the court system in helping evaluate the proposals as well as to interview or discuss qualifications with proposers.

**10.1** Each evaluator on the panel shall independently assign a score to each evaluation criteria. Criteria scores will then be summed. If Lake Havasu City does not elect to have an oral evaluation, the award will be given to the highest scoring proposal.

**10.2** If it is determined to be in the best interest of the City, an oral evaluation will be scheduled.

**11. Clarification / Protest / Question.** Any Proposer requesting clarification of or protesting or questioning any of the Requirements and or Specifications must submit specific questions or protests in writing (includes email) to the contact person listed below. Requests for clarification and protests must be physically received by **April 17, 2024, 3:00 p.m. Arizona Time**. Requests must be submitted in a package marked as follows:

Clarification / Protest / Question

RFP No.: P24-500459

Administrative Services Department, Procurement Division

Attn: Lynette Singleton, Procurement Official

2330 McCulloch Boulevard N.

Lake Havasu City, AZ 86403

Email to: [purchasing@lhcaz.gov](mailto:purchasing@lhcaz.gov)

A written response will be provided to all written requests for clarification and protests, copies of which will be sent to all proposers in receipt of these RFP documents. Questions will not be answered orally. Oral instructions or information concerning the specifications provided by City officers, employees, or agents to prospective Proposers shall not bind the City.

**12. Addenda.** All addenda shall be issued no later than five (5) calendar days prior to the RFP closing.

**13. Addenda Acknowledgement.** Receipt of RFP addenda must be acknowledged by signing and returning the appropriate procurement document and acknowledging receipt on the proposal form.

**14. Rejection of All RFPs and Cancellation of Award.** The City reserves the right to reject all RFPs or to cancel award of the Contract at any time before execution of the Contract by both parties if rejection of all RFPs or cancellation of the award is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its RFP and Contract negotiations.

**15. Reissuance of RFP.** The City reserves the right to re-issue a subsequent procurement for this service at any time if deemed to be in the best interest of the City.

**16. Proposer Exceptions.** Proposers that list and submit more than ten (10) separate items in "Section F – Exceptions to Requirements" shall be considered non-responsive; and said RFP shall be rejected in its entirety.

**SECTION C - CONTRACT TERMS AND CONDITIONS**  
**LAKE HAVASU CITY, ARIZONA**  
**AGREEMENT NO.: P24-500459**

**DRAFT PROFESSIONAL SERVICES AGREEMENT**  
Public Defender Services

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), made and entered into on \_\_\_\_\_, by and between Lake Havasu City, an Arizona municipal corporation (“City”), and \_\_\_\_\_ (“Counsel”), referenced collectively as the “Parties.” The Parties agree as follows:

**RECITALS**

City is required by law to provide legal counsel for the representation of indigent defendants. Counsel is an attorney, or law firm with attorneys, duly licensed to practice law in the State of Arizona and is otherwise professionally qualified to provide public defender services.

**AGREEMENT**

1. **EMPLOYMENT:** City hereby contracts with Counsel, as an independent contractor, to perform the services set forth herein, and Counsel hereby accepts under the terms and conditions set forth in this Agreement.

2. **TERM:** The term of this Agreement shall be in full force and effective on \_\_\_\_\_, following execution of this Agreement and shall remain in effect for a period of five (5) years until terminated by either Party.

3. **COMPENSATION:** City shall make payment to Counsel in the amount specified in the Fee Schedule attached as Exhibit “A.” Payment shall not exceed the total amount set forth in Exhibit “A” unless otherwise authorized by the City.

4. **SERVICES:**

4.1. Counsel represents that Counsel and all attorneys working for Counsel will conduct the defense of assigned defendants diligently and professionally, consistent with the standards set forth in the Arizona Rules of Professional Conduct and case law defining the duties of the defense counsel in criminal cases. Counsel and all attorneys working for Counsel must at all times remain active members in good standing with the Arizona State Bar. Counsel must immediately inform the City of any changes to Counsel’s or attorneys working for Counsel active membership status and any adverse Bar rulings. Failure to satisfy this section may result in immediate termination of this Agreement.

4.2. When appointed as public defender by the City Court, Counsel shall furnish full and adequate legal representation to indigent defendants, Veterans Treatment Court participants, and other specialty court participants meeting established criteria, and shall expend such time and effort as may be necessary to discharge the obligation of the City to provide representation, including the following:

A. Provide full and adequate representation to and through court appointment or screening through trial, sentencing, post-conviction review, post-adjudicated contempt, and any appeals of such persons as may be determined by the Court to be eligible for such representation at public expense (except where a conflict exists).

B. Counsel shall be excused from representing persons with whom an actual conflict of interest exists between Counsel and such person on legal or ethical grounds when the court having jurisdiction of the case determines that such a conflict exists. In such event, conflict representation shall be provided by court appointment, and the costs of such representation shall not be a charge against the compensation of Counsel provided for herein.

4.3. Counsel shall maintain an office in Lake Havasu City. Counsel shall maintain staff and support services adequate to assure prompt and reliable communications between Counsel and the court, and those persons whom Counsel represents under the terms of this Agreement.

4.4. Counsel's services shall be initiated in each case at the time of the appointment of Counsel by the court in which such case is pending. A defendant's indigence may be reassessed at each stage of the proceedings and if the defendant is found not indigent, public representation services for such defendant may be terminated by the court.

4.5. Counsel must provide adequate legal and support staff and equipment for the furnishing of all services required hereunder, at the sole expense of Counsel, in the event of travel, sickness, vacation, or any other unavailability of Counsel, except conflicts as set forth above.

4.6. Counsel shall comply with the Arizona Rules of Professional conduct in its communications with all clients.

4.7. To prevent the appearance of conflict of interest, Counsel shall not represent any client in any lawsuit against City or its employees. City and Counsel agree that the appearance of conflict and remedy under this Agreement and paragraph are only because of this Agreement, and any other alleged conflict, real or perceived, will be dealt with separate and apart from this Agreement on a case-by-case basis.

4.8. Counsel shall give their best professional efforts and first priority to cases assigned under this Agreement. However, except as otherwise provided herein, Counsel shall not be prohibited from the outside practice of law.

4.9. Counsel may subcontract cases either on a case-by-case basis or by a class of case. If Counsel subcontracts on a case-by-case basis, subcontracting counsel must be approved by the court. Subcontracting counsel must meet all qualifications of Counsel relevant to the class or type of case being subcontracted, and Counsel shall be solely responsible for all compensation and expenses of any subcontracted counsel.

4.10. Counsel agrees to maintain insurance in accordance with the requirement outlined in the attached Exhibit "B."



4.11. Counsel agrees to provide the City with a detailed quarterly report, as defined by the City's Court Administrator, of services performed. At a minimum, the report shall include each client who has been appointed to Counsel, the charges, cause number and disposition, bench or jury trial, and whether an appeal was filed. The report is due to the City's Court Administrator on or before the 15<sup>th</sup> day of the month following the end of each quarter as to clients represented in the previous quarter.

4.12. It is understood by Counsel that the duty to represent an assigned defendant continues until the case is terminated by dismissal, acquittal, sentencing, or satisfaction of appeal except that Counsel will be required to continue to represent assigned defendants for any restitution or other hearing set at the time of sentencing. The date that a case is assigned to Counsel is the sole factor in determining Counsel's continuing obligation to provide legal representation in a case under this Agreement. The obligation to provide legal representation in a case under this Agreement will continue until a case is closed regardless of the length of time necessary to complete the case after the Agreement is terminated.

5. RECORDS AND REPORTS: Counsel shall compile and maintain complete and accurate records of each and every case assigned, case files shall be surrendered to any succeeding counsel upon expiration or termination of this Agreement. Counsel agrees to provide the City with a detailed quarterly report, as defined by the City's Court Administrator, of services performed, including at a minimum, each client who has been appointed to Counsel, the charges, cause number and disposition, bench or jury trial, and whether an appeal was filed. All files will be turned over to City upon request.

#### 6. TERMINATION:

6.1. This Agreement shall terminate upon the expiration of the term or upon the happening of any of the following events, whichever shall first occur:

A. Immediately upon the inability of Counsel to perform any of the professional services provided for hereunder due to physical or mental disability or death.

B. Immediately upon Counsel's disbarment or suspension from the practice of law, or failure of Counsel to maintain license to practice law in the State of Arizona;

C. Upon sixty (60) days' written notice to the other party, either party may terminate this Agreement at its sole convenience.

D. Upon thirty (30) days' written notice to the breaching party and without cure, either party may terminate this Agreement for failure to comply.

7. EMPLOYMENT STATUS: Counsel is, for all purposes arising out of this Agreement, an independent contractor, and neither Counsel or its employees shall be deemed employees of City. Counsel shall complete the requirements of this Agreement according to the Counsel's own means and methods of work, which shall be in the exclusive charge and control of the Agency and which shall not be subject to control or supervision by the City, except as specified in this Agreement.

8. INDEMNIFICATION: To the fullest extent permitted by law, Counsel agrees to indemnify, defend, save, and hold harmless the City, its officers, agents, volunteers, and employees, for, from, and against any and all liabilities, claims, losses, expenses, costs, or damages arising out of or in any way connected with Counsel's performance of the services under this Agreement. The amount and type of insurance coverage requirements required by this Agreement will in no way be construed as limiting the scope of indemnity in this Section.

9. NOTICES: Notices to the Parties in connection with this Agreement shall be given personally or by regular mail addressed as follows:

City:

Lake Havasu City, Attn: City Magistrate  
92 Acoma Blvd S.  
Lake Havasu City, Arizona 86403

with a copy to:

Lake Havasu City, Attn: City Attorney  
2330 McCulloch Boulevard North  
Lake Havasu City, Arizona 86403

Counsel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 10. MISCELLANEOUS.

10.1. Conflict of Interest. The Agreement may be cancelled in accordance with Arizona Revised Statutes (A.R.S.) § 38-511.

10.2. Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. Should the City elect not to appropriate and budget funds to pay its Agreement obligation, this Agreement shall be deemed terminated at the end of then-current fiscal term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. This City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Counsel informed as to the availability of funds for this Agreement. The obligation of the City to make any payment under this Agreement is not a general obligation or indebtedness of the City. Counsel hereby waives any and all rights to bring any claim against the City from or related in any way to the City's termination of this Agreement under this subsection. If the Agreement is terminated under this subsection, Counsel shall only accept appointment of cases up to the date that compensation stops.

10.3. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Mohave County, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall be in the U.S. District Court located in Phoenix, Arizona.

10.4. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

10.5. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

10.6. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

10.7. Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Counsel without prior, written permission of the City. Any attempted assignment or delegation by Counsel in violation of this provision shall be a breach of this Agreement by Counsel.

10.8. Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

10.9. Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

10.10. Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

10.11. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

10.12. Section Headings. The headings of sections contained in this Agreement are provided for convenience only. They form no part of this Agreement and shall not affect its construction or interpretation. All references to sections or subsections refer to the corresponding sections and subsections of this Agreement. All words used herein shall be construed to be of such gender or number as the circumstances require. This "Agreement" means the Agreement and the Exhibits hereto as a whole and as the same may, from time-to-time hereafter, be amended, supplemented or modified. The words "herein," "hereby," "hereto," and words of similar import, refer to this Agreement as whole and not to any particular section, subsection, paragraph, clause or other subdivision hereof, unless otherwise specifically noted.

10.13 Forced Labor of Ethnic Uyghurs Certification. Counsel certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Counsel becomes aware it is not in compliance with this certification, it shall notify the City within five business days after becoming aware. This Agreement will terminate upon failure to remedy the noncompliance within 180 days of the notification. (A.R.S. § 35-394)

11. ENTIRE AGREEMENT: This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

**LAKE HAVASU CITY**

**COUNSEL**

\_\_\_\_\_

\_\_\_\_\_

By: Jess Knudson  
Title: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Lake Havasu City Attorney's Office

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

**Exhibit A**  
**Fee Schedule**

To be determined

## **Exhibit B Insurance Requirements**

Counsel shall at all times maintain in force at Counsel's expense, each insurance noted below:

**Workers' Compensation** insurance in compliance with A.R.S. Title 23, Chapter 6, together with Employer's Liability insurance with coverage limits of not less than \$1,000,000 must be included, unless exempt. (See Exhibit B-1). **THIS COVERAGE IS REQUIRED.** Attach Certificate of Insurance. If Counsel does not have coverage and claims to be exempt, attach Exhibit B-1 in lieu of Certificate.

**Professional Liability** insurance with a combined single limit of not less than \$1,000,000, each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Agreement. The policy must provide extended reporting period coverage for claims made within two years after this Agreement is completed.

Coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating. Counsel's coverage will be primary in the event of loss. Counsel shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition will be included in all commercial general liability policies required by this Agreement.

**Counsel shall furnish a Certificate of Insurance to the City with the signed Agreement.** The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without **ten (10) working days'** written notice from the Counsel's insurer to the City. The Certificate shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the City.

The amount and type of insurance coverage as required herein is not intended to, and shall not be interpreted to, limit the scope of the indemnity set forth in this section.

**Exhibit B-1**

**Workers' Compensation Exemption Certificate**

(To be used only when Counsel claims to be exempt from Workers' Compensation coverage requirements)

Counsel is exempt from the requirement to obtain workers' compensation insurance under A.R.S. Title 23, Chapter 6, § 23- 902 for the following reason (*check the appropriate box*):

\_\_\_\_ **SOLE PROPRIETOR**

- Counsel is a sole proprietor, and
- Counsel has no employees, and
- Counsel will not hire employees to perform this Agreement, or
- Counsel will hire independent counsel to perform work under this Agreement.

\_\_\_\_ **CORPORATION - FOR PROFIT**

- Counsel's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Counsel will not hire other employees to perform this Agreement, or
- Counsel will hire independent counsel to perform work under this Agreement.

\_\_\_\_ **CORPORATION - NONPROFIT**

- Counsel's business is incorporated as a nonprofit corporation, and
- Counsel has no employees; all work is performed by volunteers, and
- Counsel will not hire employees to perform this Agreement, or
- Counsel will hire independent counsel to perform work under this Agreement.

\_\_\_\_ **PARTNERSHIP**

- Counsel is a partnership, and
- Counsel has no employees, and
- All work will be performed by the partners; Counsel will not hire employees to perform this Agreement, and
- Counsel is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto, or
- Counsel will hire independent counsel to perform work under this Agreement.

\_\_\_\_ **LIMITED LIABILITY COMPANY**

- Counsel is a limited liability company, and
- Counsel has no employees, and
- All work will be performed by the members; Counsel will not hire employees to perform this Agreement, and
- If Counsel has more than one member, Counsel is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto, or
- Counsel will hire independent counsel to perform work under this Agreement.

\*NOTE: Counsel that hires independent counsel to perform work under this Agreement shall comply with A.R.S. §23-902 and provide a written form to the City showing compliance with said A.R.S. requirement.

A shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\_\_\_\_\_  
**Counsel Printed Name**

\_\_\_\_\_  
**Counsel Signature**

## **SECTION D - PROPOSER RESPONSE AND EVALUATION CRITERIA**

### **Questionnaire**

The Proposer may be required to make an oral presentation in response to this RFP.

PLEASE PROVIDE AN ATTACHMENT IN NUMBERED SEQUENCE, IN THE SAME NUMERIC SEQUENCE AS THE QUESTIONS AND SUBMIT YOUR ANSWER IN DETAIL.

#### **Criminal Defense Experience**

1. Are you currently licensed to practice law in Arizona? What is your State Bar number and admission date?
2. List your firm and/or partners and associates.
3. List Law Schools attended, with dates and degrees.
4. List colleges attended, with dates and degrees.
5. Have you ever been denied admission to the Bar of any state? If so, please explain.
6. Please list chronologically your law practice and experience, describing the major areas of law in which you have practiced.
7. List all courts in which you have been admitted to the practice of law with dates of admission.
8. List and describe any prior experience representing persons charged with misdemeanor criminal offenses including jury/bench trial experience as well as any appellate work.
9. List any experience you have working with specialty court programs (i.e. Veterans Treatment Courts, Drug Courts, etc.) and what is your position regarding said programs.

#### **References/Community Involvement/Other Achievements**

10. List memberships and activities in professional organizations, including offices held.
11. List any professional or civic honors, prizes, awards, or other forms of recognition which you have received.
12. Has a charge of professional misconduct ever been made against you with a state bar in any jurisdiction? If so, provide details, including date and resolution.
13. List, describe and provide the dates of any sanctions imposed upon you by any court for violation of any rule or procedure or any other impropriety.
14. List references from three entities whom are being provided or have been provided the same or similar type service within the past five (5) years. The reference list shall include current contact names, telephone numbers and email addresses of representatives from the entities who are in a position to comment on your qualifications. The City reserves the right to contact entities for reference checks.
15. State any other information you regard as pertinent to this application.

#### **Compensation**

16. How much are you proposing as compensation if awarded this contract? If you are awarded a portion of the contract are you willing to accept a proportionate amount of what you have requested?
17. Provide proposed compensation language to be detailed in the Fee Schedule as Exhibit "A" to the Contract Terms and Conditions, Section C.



17.1 The compensation structure shall be for all services described within this RFP.

17.2 The compensation language shall be itemized by case load type (regular court and treatment court) as outlined in paragraph 1.2, Section B, Instruction to Proposers. Compensation language shall also be provided for a bundled compensation after the federal grant program expires on September 30, 2025.

17.3 Compensation has historically been set as an annual firm fixed fee with payment made on a monthly basis.

18. Provide explicit annual renewal fee schedule adjustment compensation language proposed for each year of the contract term.

**Other Information**

19. State any other information you regard as pertinent to this proposal.

## SECTION D - PROPOSER RESPONSE AND EVALUATION CRITERIA

The proposal's maximum total is 100 points. The following schedule of criteria and points scoring will be used to evaluate the proposal(s):

<b>CRITERIA SCHEDULE</b>		
<b>Item</b>	<b>Description</b>	<b>Points</b>
1.	<b>Questionnaire and Basic proposal requirements:</b> Preparation of responsive proposal with all requested forms and information.	10
2.	<b>Approach to Statement of Work:</b> Adequacy of proposed approach to the minimum requirements.	15
3.	<b>Experience:</b> Key Project Team Members: Personnel listed, as submitted by your firm, shall remain responsible throughout the period of the agreement. No substitution may be made without written submission of the proposed replacement and final approval being granted by the City.	20
4.	<b>Qualifications:</b> Qualifications are based on similarly provided services currently provided or provided within the last 3 years. Proposer's qualification statement shall address experience as required in Section B – Minimum Qualifications.	25
5.	<b>References:</b> Proposer shall provide a list of references from three entities whom to whom the same or similar types of services are being provided or have been provided within the past five (5) years. The list shall be submitted as required in Section B – Minimum Qualifications.	10
6.	<b>Compensation:</b> Proposed compensation and annual renewal adjustment submittal as defined in Section B – Minimum Qualifications.	20
	<b>Total Points:</b>	<b>100</b>

**SECTION E - PROPOSER SIGNATURE PAGE**

**RFP NO.: P24-500459**

**RFP TITLE: Public Defender Services**

By signature below, the Proposer certifies that the specifications, general provisions and the attached Contract Terms and Conditions have been carefully examined. If the RFP is accepted, Proposer agrees to Contract with Lake Havasu City to furnish the item(s) and / or services in the manner and time herein prescribed and according to all the requirements set forth.

The Proposer hereby certifies that Proposer:

- 1) Has not discriminated against disadvantaged, minority, or women small business enterprises in obtaining any required subcontracts in accordance with A.R.S.
- 2) Acknowledge receipt of Addendum(s). The modifications to the RFP documents noted therein have been considered and all costs thereto are included in the RFP sum.

Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____

- 3) Complete, sign and return the attached documentation in the following order:

Title Page - Cover of RFP  
 Section D - Proposer Response and Evaluation Criteria Questionnaire  
 Section E - Proposer Signature Page  
 Section F - Exceptions to Requirements  
 Attachments as required.

- 4) The term "CONTRACT DOCUMENTS" includes, but may not be limited to, the documents incorporated into this **RFP No. P24-500459, RFP TITLE: Public Defender Services**, issued on March 20, 2024 as follows:

- |   |                                      |
|---|--------------------------------------|
| A. Request for Proposals                                      | D. Proposer Response - Questionnaire |
| B. Instructions to Proposer                                   | E. Proposer Signature Page           |
| C. Professional Services Agreement and Insurance Requirements | F. Exceptions to Requirements        |

- 5) The Proposer may withdraw a Proposal at any time prior to the RFP opening by providing written request to the Procurement Official or designee. However, all Proposals shall be irrevocable for one hundred twenty (120) calendar days from the day of the RFP opening.

- 6) Discount terms of payment are \_\_\_\_\_ % \_\_\_\_\_ days / net \_\_\_\_\_ days.

The Proposer agrees that pursuant to Section § 34-253 of the Arizona Revised Statutes, the undersigned certifies that neither he / she nor anyone associated with proposer’s company listed below has directly, or

indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive submission in connection with this procurement. Further, proposer agrees to provide a notarized "NO COLLUSION AFFIDAVIT" if so required by the City, at a future date.

**PROPOSAL SUBMITTED BY:**

**NAME / TITLE** \_\_\_\_\_  
**SIGNATURE** \_\_\_\_\_  
**ARIZONA TAX ID:** \_\_\_\_\_  
**FEDERAL TAX ID:** \_\_\_\_\_  
**NAME OF FIRM:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**SEAL, IF RFP BY CORPORATION:**

**FAILURE TO SIGN AND SUBMIT THIS FORM SHALL BE CAUSE FOR PROPOSAL REJECTION**

