



Municipality of Anchorage

Dave Bronson, Mayor
Purchasing Department

March 31, 2023

REQUEST FOR PROPOSAL

RFP 2023P015

Indigent Defense Legal Services For Conflict Counsel

The Municipality of Anchorage is an equal opportunity employer.

Enclosed is pertinent information for use in preparing your proposal.

Pre-Proposal Conference: **4:00 P.M. Local Time, April 11, 2023**

Site Visit: **N/A**

Questions Due: **12:00 P.M. Local Time, April 12, 2023**

Proposals Due: **5:00 P.M. Local Time, April 21, 2023**

ONE SIGNED ORIGINAL, single sided, unbound, plus five (5) complete copies of your proposal must be submitted. In addition to the copies, a flash-drive containing a PDF copy of the complete proposal, including attachments must also be provided.

If applicable, the call-in phone number for Pre-Bid Conferences is 907-343-6089. Conference lines are opened 5 minutes prior to the Pre-Bid Conference times. To attend meetings in person; you may do so at 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501. FOR AUXILIARY AIDS, SERVICES, OR SPECIAL MODIFICATIONS TO PARTICIPATE PLEASE CONTACT THE PURCHASING DEPARTMENT TO REQUEST REASONABLE ACCOMMODATIONS AT 907-343-4590; OR wwpur@muni.org

For further information contact Purchasing at (907) 343-4590 or email wwpur@muni.org. All correspondence should include the **RFP** number and title.

The Municipality of Anchorage reserves the right to reject any and all proposals and to waive any informalities in procedures.

Sincerely,

Nikki Martindale
Deputy Purchasing Director

**REQUEST FOR PROPOSAL
INDIGENT DEFENSE LEGAL SERVICES
For CONFLICT COUNSEL
2023P015**

Table of Contents

Section 1 - General Information
Section 2 - Rules Governing Competition
Section 3 - Scope of Work
Section 4 - Proposal and Submission Requirements
Section 5 - Evaluation Criteria and Process
Section 6 - Selection Process
Section 7 - Sample Contract
Section 8 - Attachments

SECTION 1: GENERAL INFORMATION

1.1 Purpose

Pursuant to A.S. 18.85.120 and A.S. 18.85.155, the Municipality of Anchorage seeks to retain qualified local counsel to provide defense services to indigent defendants in criminal cases and counts arising from violations of Municipality of Anchorage penal ordinances when the Alaska Court System has determined the primary contract defense counsel have a conflict of interest. Selected counsel shall be an independent contractor responsible for all aspects of the Municipality's indigent defense program as described in this Request for Proposal. The proposed contract shall be from the period commencing at 12:01 a.m. on April 1, 2023, until 11:59 p.m. on March 31, 2024. This contract may be renewed for two (2) additional one-year periods, if needed, upon mutual consent of the parties.

The Municipality is currently party to a contract for primary contract defense counsel services and is therefore not requesting those services here.

1.2 Questions

Any questions regarding this proposal are to be submitted to:

wwpur@muni.org

8:00 a.m. to noon; 1:00 p.m. to 5:00 p.m. local time Monday through Friday.

1.3 Preparation Costs

The Municipality shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

SECTION 2: RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Award of this proposal is anticipated to be announced within 60 calendar days, although all offers must be complete and irrevocable for 90 days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time the selected proposal is open for review. After the award of the Contract, all proposals will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

- 1) conformance to the RFP instructions;
- 2) responsiveness to the RFP requirements;
- 3) completeness and clarity of content.

2.5 Signature Requirements

All proposals must be signed. A proposal may be signed: by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. Signature on the "Letter of Transmittal" (See Para 4.3.3) will meet this requirement.

Failure to sign the Proposals is grounds for rejection. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

2.6.1 **ONE ORIGINAL, single sided unbound, plus FIVE (5) complete copies** of the proposal must be received by the Municipality prior to the date and time specified in the cover letter. Copies may be bound, or enclosed in folders/binders as the proposer chooses.

2.6.2 In addition to the copies required by paragraph 2.6.1 above, a CD containing a PDF copy of the complete proposal, including attachments, must be provided.

2.6.3 All copies of the proposals are requested to be submitted in a single sealed cover which should be plainly marked as a Request for Proposal Response with the Number and Title prominently displayed on the outside of the package.

2.6.4 Proposals must be delivered or mailed to:

Physical Address
Municipality of Anchorage
Purchasing Department
632 W. Sixth Avenue, Suite 520
Anchorage, AK 99501

2.7 News Releases

News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the Municipal Purchasing Officer.

2.8 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the Municipality of Anchorage. One copy shall be retained for the official

files of the Purchasing Department and will become public record after award of the Contract.

2.9 Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the Municipality after the date of receipt and following oral presentations (if oral presentations are held).

2.10 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the Municipality.

2.11 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THE COVER LETTER WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD.

2.12 Rejection of Proposals

The Municipality of Anchorage reserves the right to reject any or all proposals if determined to be in the best interest of the Municipality.

2.13 Equal Employment Opportunity Reporting Requirements

2.13.1 The successful proposer shall be required to execute and return such forms as may be necessary to the Equal Employment Opportunity Contract Compliance Officer in accordance with Anchorage Municipal Code, Chapter 7.50, prior to the award of a contract. Failure to complete and return the forms, or failure to meet the requirements of the Chapter, shall be grounds for not awarding a contract to that proposer.

2.13.2 Contract Compliance Specification/annual reporting.

The Municipality is required by to obtain employment information from every municipal contractor and first tier subcontractor that has 50 or more employees and contract(s) with the Municipality in excess (cumulative value) of \$50,000 or more per year.

This information includes the contractor's current work force composition by race and gender; the contractor's policies and procedures for recruiting and hiring, as well as terminating and promoting employees; and similar information for any subcontractors employed by the contractor.

Forms for meeting these annual reporting requirements may be obtained at the following website:

http://www.muni.org/Departments/equal_opportunity/Pages/default.aspx, "Office of Equal Opportunity," with a link to "Annual Contract Compliance Specifications Form 10-026." These forms are required to be filed on an annual basis from all contractors who have previously done business with the Municipality as well as new contractors prior to award of a contract.

SECTION 3: SCOPE OF WORK

The indigent defense program of the Municipality is administered by the Municipal Attorney's Office (hereinafter referred to as Administrator). The following work is to be accomplished by the successful Proposer (hereinafter referred to as Contractor):

- 3.1 The Contractor shall provide defense services for clients where the Alaska Court System has determined the appointed primary defense counsel has a conflict of interest. The clients will have been determined indigent by the Alaska Court System and will have been charged with a violation of Municipal ordinance (hereinafter referred to as Defendant).
- 3.2 The Contractor shall provide legal counsel and representation, investigative services and clerical support necessary to competently defend each client. As required by the Alaska Rules of Professional Conduct, the Contractor, or the Contractor's staff, shall personally contact each defendant prior to any court appearance to discuss with the defendant the court proceeding and any decisions the defendant will have to make.
- 3.3 Once appointed, the Contractor shall represent their clients at all stages of the criminal case through and including any appeals. Representation shall include, but is not limited to, representation at arraignments, bail hearing, motions, trial and any appeal. The Contractor shall not be responsible for providing defense services in matters arising from violation of Alaska

Statutes and/or federal law. The Contractor shall not be responsible for pursuing appeal or reviews of any action in the Federal Court System.

- 3.4 The Municipality estimates a need to provide indigent defense services for 250 conflict of interest cases for the term of service from April 1, 2023, through March 31, 2024. A case is defined as a single charging document or complaint. If charges are consolidated, the consolidated charges shall be considered as a single case. Any estimations provided in this proposal are simply estimates, and do not guarantee a minimum or maximum number of future case assignments. A detailed summary of cases assigned in the previous contract year is available upon request.
- 3.5 The following expenses shall be paid by the Municipality of Anchorage:
 - 3.5.1 Recordings, transcripts and briefs when actually required (not simply allowed) by court rule.
 - 3.5.2 Psychiatric evaluations when actually required (not simply allowed) by court rule.

SECTION 4: PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

- 4.1 Title Page

Show the RFP number and subject, the name of your organization, address, telephone number(s), name of contact person, and date.
- 4.2 Table of Contents

Clearly identify the materials by section and page number.
- 4.3 Letter of Transmittal
 - 4.3.1 Briefly state your organization's understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 4.3.2 Give the name(s) of the person(s) who are authorized to make representations for your organization, their titles, address, and telephone numbers.
 - 4.3.3 The letter must be signed by a corporate officer or other individual who has the authority to bind the organization.**

4.3.4 Organization Description

The overall organization, activities, experience, support staff and a comparison of this contract to the organization's private practice.

4.3.5 Personnel

Provide resumes of counsel, supervising counsel, interns, paralegal(s) and other professional personnel to be assigned to handle the cases. Legal counsel shall be members in good standing of the Alaska Bar Association. Legal interns must meet the qualifications specified by the Alaska Bar Association. A waiver authorizing release of grievance information held by the Alaska Bar Association for each attorney anticipated to perform work covered by the RFP shall be attached to each resume. The waiver should be on a separate page in the following form:

AUTHORIZATION FOR RELEASE OF ALASKA BAR GRIEVANCE INFORMATION	
<i>I, _____, authorize the release of grievance information held by the Alaska Bar Association to the Municipality of Anchorage, Municipal Attorney's Office, Administration Division and its associates and representatives. This authorization is made for the limited purpose of compliance with Section 4.3.5 of the Request for Proposal for Indigent Defense Services (2023___). Records and files are to be released to said authorized personnel bearing this authorization or photostatic copies thereof.</i>	
<i>Date _____</i>	<i>Alaska Bar # _____</i>
<i>Name (Signature) _____</i>	<i>SS# _____</i>

4.3.6 Experience

Provide specific description of previous contracts and/or past performance in the area of criminal defense and public defense work which relates directly to the organization's ability to perform the scope of work outlined in this request. Explain any conflicts that directly relate to the proposer's ability to perform the scope of work outlined in this request.

4.3.7 References

Each professional staff member, including lead counsel, shall provide the names and current telephone numbers of three local (Anchorage) references who have had actual professional experience handling cases for or against the staff member and is familiar with his/her experience and abilities in the areas of work described in this request. The reference names and local phone numbers shall be included on each individual's resume. The Municipality reserves the right to contact others in the professional community for references.

4.3.8 Workflow & Electronic Capability

The expected organizational arrangement of the organization and the proposed method of performing the defense services, including electronic receipt of offers, discovery, and documents. Such description should include, at minimum, identification of lead counsel, supervising counsel and staff to be assigned to Municipal cases, identification of contract or sub-contract personnel, the general workflow, available administrative resources, and capability to store and manage electronic data, files, and communication.

4.3.9 Cost

Cost proposals must contain a proposed rate for each type of case: case closed without going to trial, case closed with trial, Criminal rule 35.1 or sentence or merit appeal that Contractor handled at trial and did not handle at the trial level, and petitions to revoke probation. The total contract amount for each proposal shall be calculated by multiplying the per case costs by the estimated "Number of Cases" for each category included in the table below. The estimated "Number of Cases" displayed in the table below are based on the average number of cases handled under the previous three contract years, but the estimates provided are not a guarantee of a minimum number of future case assignments. **Cost Worksheets are to be submitted on a separate page. Please include a table similar to the table below, showing your proposed "Rate" for each type of case.** (Appendix B – Compensation/Payment is included for your reference only and does not need to be completed)

<u>Number of Cases</u>	<u>Rate</u>
<u>Case Closed W/O Trial</u>	80 \$500.00
<u>Case Closed W Trial</u>	3 \$1,800.00
<u>Rule 35.1, Sentence, or merit appeal – Handled at Trial</u>	0 \$3,500.00
<u>Rule 35.1, Sentence, or merit appeal – Did Not Handle at Trial</u>	0 \$4,250.00
<u>Petition To Revoke Probation</u>	5 \$300.00
Yearly total:	\$46,900.00

SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 Criteria
The criteria considered and the associated point values (100 points maximum), are as follows:

- | | |
|-------------------------------------|-------------------------|
| 1. Organization | 10 Points |
| 2. Personnel | 20 Points |
| 3. Experience | 20 Points |
| 4. References | 10 Points |
| 5. Workflow & Electronic Capability | 20 Points |
| 6. Cost | <u>20 Points</u> |
| Total Points Available | 100 Points |

5.2 Qualitative Rating Factor

Organizations will be ranked using the following qualitative rating factors for RFP criteria items 1-5:

- 1.0 Outstanding
- .8 Excellent
- .6 Good
- .4 Fair
- .2 Poor

0 Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

5.3 Quantitative Evaluation Criterion

The award of the “cost” points will be determined by the calculation shown below. The lowest cost proposal will receive the maximum number of points awarded for the “cost” criteria:

$$\frac{\text{Lowest cost proposal} \times \text{Maximum \# points for category}}{\text{Cost of proposal being scored}}$$

EXAMPLE

Method used to convert Total Cost to Points (30 Points Maximum)

[STEP 1]

List all proposal costs.

Proposer #1	-	\$40,000
Proposer #2	-	\$45,000
Proposer #3	-	\$48,000

[STEP 2]

The RFP awards a maximum of 30% (30 points) of the total of 100 points for fee schedule.

Proposer #1 receives 30 points.

Proposer #1 receives 30 points (the max) because they submitted the lowest cost proposal.

Proposer #2 receives 26.7 points.

$$\frac{\$40,000 \times 30}{\$45,000}$$

Proposer #3 receives 25.0 points.

$$\frac{\$40,000 \times 30}{\$48,000}$$

SECTION 6: SELECTION PROCESS

The Proposers with the highest combined total evaluation points may be invited to enter into contract negotiations with the Municipality of Anchorage up to potentially 2 contracts. However, the Municipality reserves the right to terminate negotiations with any proposer

should it be in the Municipality's best interest. The Municipality of Anchorage reserves the right to reject any and all proposals submitted.

SECTION 7: SAMPLE CONTRACT

In addition to carefully reading all of the information in the RFP, all proposers must carefully read and review the attached sample contract. The successful proposer shall be required to enter into a Contract with the Municipality of Anchorage which will be substantially similar to the sample.

Therefore, the proposer must make any proposed changes to the sample Contract which the Proposer desires. All changes must be made legibly and conspicuously in red ink on all copies submitted. Page(s) on which the change(s) appear must be tabbed as to be easily identified. The rationale for all changes must also be provided by the respondent.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF CHANGES ARE MADE BY THE RESPONDENT, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE MUNICIPALITY OF ANCHORAGE. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

THE MUNICIPALITY OF ANCHORAGE IS AN EQUAL OPPORTUNITY EMPLOYER.

SECTION 8: ATTACHMENTS

ATTACHMENT A – SAMPLE CONTRACT