



**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR QUALIFICATIONS**

**RFQQ NO. 185563
LEGAL SERVICES – ATTORNEYS FOR INDIGENT INDIVIDUALS**

Buyer: David Mott

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	March 14, 2025
PRE-PROPOSAL CONFERENCE	None
QUESTIONS DUE	March 21, 2025 on or before 5:00 PM EST All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFQQ.
ANSWERS DISTRIBUTED	April 7, 2025
PROPOSAL DUE DATE *	April 14, 2025 @ 5:00 PM EST In the Supplier Portal as specified in Section 4.5 of this RFQQ. This RFQQ will remain open through December 31, 2025.

* Proposals must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.



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Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Law Department submittals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this Request for Qualifications (RFQQ) to provide legal assistance for indigent individuals.

Written qualifications from qualified firms are requested to provide legal services for indigent individuals on an “as needed” basis.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

?

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFQQ, it will be a City of Detroit **Professional Services Contract (Attachment E)**. **The term of the contract will be for the period from the date stated in the first notice to proceed until all projects have been completed, audited, and accepted by the City of Detroit, but no later than December 31, 2026.** Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. **The City anticipates multiple awards as a result of this RFQQ.**



Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

The selected Respondent shall provide legal defense for indigent individuals.

2.2. OPERATIONAL INFORMATION

The awarded Contractor will work closely with City agency staff.

The awarded Contractor is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

2.3. TECHNICAL INFORMATION

N/A

2.4. PAYMENT & PERFORMANCE BOND (Construction)

N/A

Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

Detroit Indigent Defense Services (DIDS) relies on the MIDC Standards 1 and 7 to determine if an attorney is qualified to be added to our roster. Because we are only working in the District Court on Misdemeanors attorneys only must meet the requirements of Standard 7A and 7B1. These are as follows:

- A. Basic Requirements.** In order to assure that indigent accused receive the effective assistance of counsel to which they are constitutionally entitled, attorneys providing defense services shall meet the following minimum professional qualifications (hereafter “basic requirements”):
1. Satisfy the minimum requirements for practicing law in Michigan as determined by the Michigan Supreme Court and the State Bar of Michigan; and
 2. Comply with the requirements of MIDC Standard 1, relating to the Training and Education of Defense Counsel.
- B. Qualifications.** Eligibility for particular case assignments must be based on counsel’s ability, training and experience. Attorneys must meet the following case-type qualifications:
1. **Misdemeanor Cases**
 - a. Satisfaction of all Basic Requirements; *and*
 - b. Serve as co-counsel or second chair in a prior trial (misdemeanor, felony, bench or jury); *or*
 - c. equivalent experience and ability to demonstrate similar skills.

Standard 7A2 refers to Standard 1 which is as follows:

- A. Knowledge of the law.** Counsel shall have reasonable knowledge of substantive Michigan and federal law, constitutional law, criminal law, criminal procedure, rules of evidence, ethical rules and local practices. Counsel has a continuing obligation to have reasonable knowledge of the changes and developments in the law. “Reasonable knowledge” as used in this standard means knowledge of which a lawyer competent under MRPC 1.1 would be aware.
- B. Knowledge of scientific evidence and applicable defenses.** Counsel shall have reasonable knowledge of the forensic and scientific issues that can arise in a criminal case, the legal issues concerning defenses to a crime, and be reasonably able to effectively litigate those issues.
- C. Knowledge of technology.** Counsel shall be reasonably able to use office technology commonly used in the legal community, and technology used within the applicable court system. Counsel shall be reasonably able to thoroughly review materials that are provided in an electronic format.
- D. Continuing education.** Counsel shall annually complete continuing legal education courses relevant to the representation of the criminally accused. Counsel shall participate in skills training and educational programs in order to maintain and enhance overall preparation, oral and written advocacy, and litigation and negotiation skills. Lawyers can discharge this obligation for annual continuing legal education by attending local trainings or statewide conferences. Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic skills acquisition class. All attorneys shall annually complete at least twelve hours of continuing legal education. Training shall be funded through compliance plans submitted by the local delivery system

or other mechanism that does not place a financial burden on assigned counsel. The MIDC shall collect or direct the collection of data regarding the number of hours of continuing legal education offered to and attended by assigned counsel, shall analyze the quality of the training, and shall ensure that the effectiveness of the training be measurable and validated. A report regarding these data shall be submitted to the Court annually by April 1 for the previous calendar year.

Additionally, in compliance with the MIDC, if an attorney has less than two years of recent criminal defense experience, they must complete four hours of “skills training”. These courses are in person and are meant to give newer attorneys the needed hands on skills for practicing criminal defense.

Finally, in partnership with the 36th District Court, we require all attorneys who will be accepting assignments on our roster to complete the Bail Partnership Training. This is to satisfy the agreement between the 36th District Court and the ACLU.

3.2. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent’s proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent. Respondents are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

3.3. QUESTION DEADLINE

All questions regarding the RFQQ shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFQQ or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFQQ.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

Respondents requesting changes to the RFQQ’s terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

3.4. EVALUATION CRITERIA

Technical Proposals

Criteria 1 – Respondent Experience / Organization (Attachment A – Part 1)

Criteria 2 – Respondent Capacity (Attachment A – Part 2)

Criteria 3 – Proposal Introduction and Solution / Approach (Attachment B)

Criteria 4 – References and Pre-qualifications and Certifications



Proposal Evaluation Criteria	Possible Points
1. Technical Competence of Key Personnel / Experience	25 points
2. Capacity and Resources of the Firm to Perform the Work	15 points
3. Innovations that Promote Time and Cost Savings / Peer-Review Policies	15 points
4. References / Pre-qualifications and Certifications	10 points
Total Points Possible	65

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Proposal Evaluation Criteria	Possible Points
1. Detroit headquartered business	15points
2. Detroit based business	5 points
Total Points Possible	15

Maximum points for phase two not to exceed fifteen (15) points.

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

Proposal Evaluation Criteria	Possible Points
1. Detroit headquartered business	20 points
2. Detroit based business	10 points
Total Points Possible	20

Maximum points for phase three not to exceed twenty (20) points.

3.5. EVALUATION PROCEDURE

Following the receipt of qualification statements, a City designated Evaluation Committee will evaluate each response. All SUBMITTALS, which meet the required format of this RFQQ, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFQQ, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

3.6. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFQQ. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all qualifications received;
- 2) waive any non-conformity;
- 3) re-advertise for qualifications;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for qualifications, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFQQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

3.8. PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

**City of Detroit Chief Procurement Officer
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
“Procurement Protest”**

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.



Section 4. Required Proposal Content and Submission Process

4.1. ACCURACY AND COMPLETENESS OF INFORMATION

All information pertaining to the prospective respondent’s approach in meeting the requirements of the RFQQ shall be organized and presented in the prospective respondent’s proposal. The instructions contained in this RFQQ must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2. REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFQQ sections in their entirety, responses must be uploaded in the Supplier Portal along with the Affidavit of Disclosure Interests Form and Non- Collusion Affidavit found under requirements section of the of RFQQ #184465:

Required Response Item	
1.	Letter of Transmittal The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.
2.	Attachment A – Respondent Questionnaire Respondent shall provide their Proposal Introduction and Experience / Capacity & Staffing, per the requirements provided in Attachment A.
3.	Attachment B – Proposal Introduction and Solution / Approach Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
4.	Attachment C – Pricing Only the selected Respondent will be required to make a firm cost proposal to the City of Detroit.
5.	Attachment D – Forms, Affidavits and Documents- Award Winners Only Respondent will be required to provide their completed Forms, Affidavits, Insurance and Documents, if they are selected as the award winner provided in Attachment D.
6.	Attachment E – Model Professional Services Contract Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.
7.	Attachment F – Proposed Project List
8.	Attachment G - Other



4.3. REQUIRED COST PROPOSAL

If a contract is entered into as a result of this RFQQ, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price provided in the cost proposal. Once requested, the selected Respondent shall indicate the fees to be charged to perform the services. A schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Project Engineer, Senior Construction Inspector, Engineer, Office Tech, etc.) will be required. The City of Detroit reserves the right to select proposals from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

4.4. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent’s ability to meet the requirements of the RFQQ. Emphasis should be on the completeness and clarity of content.

4.5. SUBMITTAL INSTRUCTIONS

All proposals **must** be submitted through the Supplier Portal. Each Respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Supplier Portal. Responses received **will not** be available for review. Proposals received will be subject to disclosure under the state of Michigan’s Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Supplier Portal. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

E-Procurement Open Assistance Sessions
Learning How to Navigate Oracle
To join E-Procurement experts for Oracle demonstrations and Q&A pick one of the time slots

Virtual Learning Session (30 min. each)	Day & Time Option 1	Day & Time Option 2
Supplier Registration	Mondays, 10:30 AM	Thursdays, 1:00 PM
Supplier Profile Updates	Mondays, 11:30 AM	Thursdays, 1:30 PM
Responding to Bids	Mondays, 9:30 AM	Fridays, 9:30 AM
Invoicing	Tuesdays, 1:30 PM	Fridays, 11:30 AM
Online Office Hours (General)	Tuesdays, 3:00 PM	Wednesdays, 9:30 AM



Section 5. General Conditions and Requirements for RFOO

5.1. CONTRACT APPROVAL

Upon contract award, the City and the successful Respondent shall execute a professional services contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the successful Respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the successful Respondent prior to such approvals; nor shall the City incur any liability to reimburse the successful Respondent regarding any expenditure for the purchase of materials or the payment of services.

5.2. PAYMENT

All properly executed invoices submitted by the successful Respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

5.3. INVOICES

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <http://www.detroitmi.gov/Supplier> to register.

AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to *SPO (Standard Purchase Order)*, from Procurement.

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued.

****Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! ****

Required vendor steps to invoice:

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)

- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount
- The wording “ Goods/Services” (must be noted on every invoice)

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need payment assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

5.4. ASSIGNMENT

The services to be performed by the successful Respondent shall not be assigned, sublet, or transferred, nor shall the successful Respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the successful Respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the successful Respondent and the City.

5.6. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

5.7. MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

5.8. OFFICE OF INSPECTOR GENERAL

- 5.8.1. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 5.8.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 5.8.3. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 5.8.4. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 5.8.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 5.8.6. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 5.8.7. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article: "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.



RFOQ Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach

Attachment C - Pricing

Attachment D - Forms, Affidavits and Documents-(Award winner only)

Attachment E - Model Professional Services Contract

Attachment F – List of Proposed Projects

Attachment G - Other