



March 22, 2023

Addendum #3 to RFP 3579 Indigent Defense Services

The City of Springfield is hereby amending the above-mentioned RFP. The original document can be found on the City's website at www.springfield-or.gov (select CITY > Finance > Purchasing and Contracts then RFP# will be linked to the RFP/ITB page).

Question: RFP Section III, Paragraph 13, "References": The request for a minimum of five (5) references asks to be waived or modified.

Answer: At least two (2) references are required.

Question: RFP, Attachment 1, Paragraph (5)(b)(iii): The provision requires "Proposer, staff and/or subcontractors [to] submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.

1. With the expectation that all participating attorneys will submit Certificates of Good Standing from the Oregon State Bar, and attorneys practicing in the Court, appointed or otherwise, not being required in the past to obtain security clearances, the question has been raised whether this requirement was included intentionally or inadvertently.
2. If intentional, does the City agree to either waive the requirement altogether, or suspend the requirement until a successful bidder is announced to spare other attorneys and staff inevitable and needless inconvenience and cost?

Answer: For escorted access to any secure areas of the building, the successful Proposer, staff and/or subcontractors would not be required to submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals. For unescorted access to any of the secure areas of the building, the successful Proposer, staff and/or subcontractors would need to submit to Law Enforcement Data Systems (LEDS) required fingerprinting, Criminal Justice Information Services (CJIS) document review and pass level one security test before representing any City referrals.

Question: Language in Attachment 2, Sample Contract, Section 7, "Deliverables" The referenced Section and its language and terms included under heading "Deliverables" has little to no meaning in the context of the representation of indigent persons accused of criminal conduct. Will the City exclude it from the Contract form, or alternatively, replace it with terms and conditions relating to judicial proceedings and the practice of law, in order to simplify and eliminate confusion in the Awarded Contract?

Section 8, "Contractor's Representation" The language in Sections 8.2 and 8.3, are requested to be negotiated.

Section 12.1, "General Insurance" The General Insurance requirements stated in the referenced subsection, no less than \$2,00,000 per occurrence, with annual aggregate limits of not less than

\$3,000,000, are, in light of the nature of services to be rendered, unduly burdensome, largely unattainable, and arguably unnecessary. The Sample Contract is one which by its seemingly generic provisions, is for use across a range of services and activities and appears to include a number of terms and conditions by default. Services contemplated under the defense services contract include consultation with, and the representation and defense of persons accused of crimes. They do not however include more dangerous activities such as the transportation of persons by ambulance, operation of trucks and heavy equipment on Main Street, or the use of power tools and equipment to maintain facilities or grounds open to the public. The State of Oregon Office of Public Defense Services establishes minimum insurance coverage limits for inclusion in contracts for indigent defense services in all State of Oregon courts. The OPDS 2021 contract, at Section 7.3.5.1-General Liability Insurance (Attached hereto as Exhibit 1), specifies that minimum general liability coverage for all persons or entities providing services under contract shall be no less than \$500,000.00. It can also be noted the current Springfield indigent defense contract, and all predecessors to that agreement dating back to 2014, do and have adopted the OPDS requirements on this issue. Accordingly, this Proposer excepts to the requirement stated in RFP #3579 and submits the terms of Section 12.1 should be amended in accordance with the OPDS-mandated insurance provisions.

Section 12.1.2, "Automobile Liability Insurance" For reasons and arguments similar to those in Section 12.1 above, the requirement of \$1,000,000 auto insurance coverage is excessive, unduly burdensome, and unnecessary. First, the use of vehicles in no way relates to the services to be provided under the contract. Attorneys do not transport clients ever, nor otherwise operate vehicles as part of their duty to represent indigent defendants. Secondly, as evident in the Office of Public Defense Services contract (Exhibit 1), there is no similar requirement in state contracts for similar work. Finally, no similar requirement can be found in the present or any prior City of Springfield defense services contract. For the reasons stated, it asks to be waived.

Section 12.2.1, "Professional Liability" The section imposes the requirement that "Contractor [] maintain a professional liability insurance policy reflecting limits of not less than \$2,000,000 for professional acts, errors or omissions arising from the Work." Said terms directly conflict with the requirement articulated in RFP #3579, Attachment 1, "Scope of Work," at Section 5(b)(iv) that "Proposer must maintain Professional Liability Fund coverage minimum of \$300,000 per attorney." For that reason as well as the practical reality that the \$300,000 coverage amount is the minimum required by OSBar for all active attorneys and the amount of coverage carried by most, Proposer excepts to the language in Section 12.2.1 of the Sample Contract and requests that it be deleted.

Answer: This answer addresses the questions related to Deliverables, Contractor's Representations General, Automobile Liability and Professional Liability insurance.

Section IX of the RFP states that the successful Proposer will be expected to enter into a professional services contract with the City and the contract provided is intended to provide an example. The RFP also states that the City will negotiate a final contract with the successful proposer. The contract will specify the extent of services to be rendered, the means and methods of providing the services, and the amount of compensation. The City will negotiate contract terms relating to deliverables, contractor representations and insurance that are consistent with judicial proceedings and the practice of law, the Professional Liability Fund Insurance coverage amounts and Oregon tort claim law while ensuring the successful proposer has the skills and knowledge to perform the work and is professionally competent and duly licensed to perform the required services.

In the event that it is necessary to further amend, revise or supplement any part this RFP, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select CITY > Finance > Purchasing and Contracts then RFP#XXX and name of project). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers who asked to be on the Interested Parties List. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

ALL BIDDERS MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING AND DATING THIS DOCUMENT AND INCLUDING IT AS PART OF THEIR SUBMITTAL PACKAGE.

Signature

Date