

**MCILS**

**November 18, 2016  
Commissioner's Meeting  
Packet**

---

---

**MAINE COMMISSION ON INDIGENT LEGAL SERVICES**

---

---

**NOVEMBER 18, 2016**

**COMMISSION MEETING**

**JUDICIARY COMMITTEE ROOM, ROOM 438, STATEHOUSE, AUGUSTA**  
**AGENDA**

---

- 1) Approval of October 11, 2016 Commission Meeting Minutes
- 2) Operations Reports Review
- 3) Recommended Decision on Appeal
- 4) Status of RFP's Update
- 5) Counsel for Appeals in Criminal Cases without Jail Sentences
- 6) Public Comment
- 7) Set Date, Time and Location of Next Regular Meeting of the Commission
- 8) Executive Session, if needed (Closed to Public)

**(1.)**  
**October 11, 2016**  
**Commission Meeting**  
**Minutes**

**Maine Commission on Indigent Legal Services – Commissioners Meeting  
October 11, 2016**

**Minutes**

**Commissioners Present:** Steven Carey, Marvin Glazier, William Logan, Carlann Welch  
**MCILS Staff Present:** John Pelletier, Ellie Maciag

<b>Agenda Item</b>	<b>Discussion</b>	<b>Outcome/Action Item/Responsible Party</b>
Approval of the September 16, 2016 Commission Meeting Minutes	No discussion of meeting minutes.	Commissioner Logan moved for approval, Commissioner Glazier seconded. All voted in favor. Approved.
Operations Reports Review	Director Pelletier presented the September 2016 Operations Reports. 2,101 new cases were opened in the DefenderData system in September. This was a 498 case decrease over August. The number of submitted vouchers in September was 2,392, a decrease of 487 vouchers from August, totaling \$1,313,000, a decrease of \$268,000 from August. Director Pelletier noted that August was an extraordinary month for vouchers and that the trend had moderated in September. Due to August being an unusual month, the quarter ended with a carry-over voucher amount totaling \$250,000 more than anticipated. In September, the Commission paid 2,412 vouchers totaling \$1,330,422, a decrease of 646 vouchers and \$317,000 from August. The average price per voucher was \$551.58, up \$12.86 per voucher from August. Director Pelletier noted that the average price per voucher started off fairly high in FY'17, while the year-to-date figure is in line with the total seen at the end of FY'16. Director Pelletier indicated that there is a definite upward pressure on the average price per voucher. Appeal and Post-Conviction Review cases had the highest average vouchers. There were 9 vouchers exceeding \$5,000 paid in September. The monthly transfer from the Judicial Branch for counsel fees for September, which reflects August's collections, totaled \$55,760, up approximately \$15,000 from the previous month.	



Agenda Item	Discussion	Outcome/Action Item/Responsible Party
Recommended Decision on Appeal	Commission Logan recused himself from the discussion due to his role as Presiding Officer on the appeal. The remaining Commissioners discussed the recommended decision and ultimately decided that a full review of the record was needed before they could make a decision, particularly about any potential remedial measures that might be required. The matter will be reviewed again at the next meeting.	
Attorney Evaluations	The Commissioners discussed the scope of a potential attorney evaluation program. The consensus was that any evaluation program should first be limited to members of the judiciary who would complete online surveys on a staggered basis. Director Pelletier will contact the Judicial Branch to determine whether the court is inclined to participate in these attorney evaluation surveys. After some discussion it was decided that a feedback form available to the public would be delayed until after the initial phase of judicial-only surveys. Commissioner Welch cautioned that in juvenile matters, judges don't necessarily always see deficient attorney performances and that input from other attorneys is important. Chair Carey agreed that the best way is a hybrid system. Director Pelletier suggested adding a confirmation section on the annual renewal form that each attorney would have to affirm that he or she was following the Commission's practice standards. Chair Carey asked that staff review those standards to see if any updates are needed. Director Pelletier also suggested the possibility of mentors for new attorneys.	
Status of RFP's Update	Director Pelletier gave a brief update on the status of the posted Immigration and Appellate RFPs. It was decided that Chair Carey, Director Pelletier, and Deputy Director Maciag would be the members of the Evaluation Team scoring the Immigration RFP. The makeup of the Appellate Evaluation Team will be determined at the November meeting. Director Pelletier indicated that draft RFPs for the Somerset County contract and the electronic vendor management system will be ready for review and discussion at the November meeting.	

Agenda Item	Discussion	Outcome/Action Item/Responsible Party
Draft Amendment Re: Cert Petitions	Director Pelletier presented a proposed draft amendment to the definition section of the Commission's enabling statute that would add the filing of petitions for certiorari to the United States Supreme Court as part of providing indigent legal services. The Commissioners approved the proposed amendment language. Chair Carey relayed that Attorney Drake's cert petition had been denied by the US Supreme Court.	
Training Update	Deputy Director Maciag updated the Commissioners on the recent juvenile law training, as well as the training schedule for the remainder of 2016 and for 2017.	
Public Comment	<u>Robert J. Ruffner, Esq.</u> : Attorney Ruffner attended the Commission's juvenile law training and noted that it was the best criminal training he had seen in Maine. He suggested that staff add a live component to video replays and urged them to organize a lawyer of the day training. Attorney Ruffner suggested that the Commission cast a wider net for attorney evaluations than just members of the judiciary since not all judges will have seen an attorney do a sentencing hearing or a trial. He contended that a broader cast, which should include clients, would make for a more useful evaluation. Attorney Ruffner's Indigent Defense Center will be working with the law school about contacting jail inmates with an informal survey about various issues. Attorney Ruffner asked that the Commission give guidance about juveniles charged with adult crimes and whether there is a right to counsel.	
Executive Session	The Commissioners entered into executive session to discuss personnel matters. Upon emerging from executive session, the Commissioners stated that no votes were taken during the executive session.	
Adjournment of meeting	The Commission voted to adjourn with the next meeting to be on November 7, 2016 at 9:30 a.m.	Commissioner Glazier moved to adjourn. Commissioner Welch seconded. All present in favor.

## **(2.) Operations Reports**

---

---

## MAINE COMMISSION ON INDIGENT LEGAL SERVICES

---

---

**TO:** MCILS COMMISSIONERS  
**FROM:** JOHN D. PELLETIER, EXECUTIVE DIRECTOR  
**SUBJECT:** OCTOBER 2016 OPERATIONS REPORTS  
**DATE:** OCTOBER 4, 2016

---

Attached you will find the October, 2016, Operations Reports for your review and our discussion at the upcoming Commission meeting on November 18, 2016. A summary of the operations reports follows:

- 2,191 new cases were opened in the DefenderData system in October. This was a 90 case increase over September.
- The number of vouchers submitted electronically in October was 2,728, an increase of 336 vouchers over September, totaling \$1,464,127.41, an increase of \$151,000 over September. In October, we paid 2,525 electronic vouchers totaling \$1,385,981.29 representing an increase of 113 vouchers and \$55,000 compared to September.
- There were 2 paper voucher submitted and paid in October totaling \$780.00
- The average price per voucher in October was \$548.38, up \$3.20 per voucher over September.
- Appeal and Post-Conviction Review cases had the highest average vouchers in October. There were 9 vouchers exceeding \$5,000 paid in October. Two vouchers involved co-defendants in a case arising from an amusement ride fatality. Two vouchers arose from murder cases: one an interim voucher after competency litigation and the other a final voucher after two years litigating a motion for new trial as well sentencing. Two other vouchers involved gross sexual assault charges, one a not guilty verdict after a three day trial and the other a guilty plea with a lengthy sentencing memo. Another voucher involved a guilty verdict on a forgery case with lengthy discovery litigation. Another voucher involved a guilty plea to a burglary charge where a difficult client had fired numerous lawyers. The final voucher involved a multi-date termination of parental rights case where it took 8 months to get the matter to trial.

In our All Other Account, the total expenses for the month of October were \$1,499,285.92. Of the amount, just under \$9,000 was devoted to the Commission's operating expenses.

In the Personal Services Account, we had \$56,634.54 in expenses for the month of October.

In the Revenue Account, the October transfer of collected revenue, reflecting September collections, totaled \$42,429.56, down \$13,000 from September.

In our Conference Account, we paid expenses related to the September juvenile training and collected registration fees for the upcoming minimum standards and Probate trainings, leaving an account balance of \$26,248.08

**MAINE COMMISSION ON INDIGENT LEGAL SERVICES**

**Activity Report by Case Type**

10/31/2016

DefenderData Case Type	Oct-16						Fiscal Year 2017			
	New Cases	Vouchers Submitted	Submitted Amount	Vouchers Paid	Approved Amount	Average Amount	Cases Opened	Vouchers Paid	Amount Paid	Average Amount
Appeal	13	14	\$ 16,067.69	13	\$ 12,839.36	\$ 987.64	73	85	\$ 118,417.81	\$ 1,393.15
Child Protection Petition	183	387	\$ 245,407.83	365	\$ 240,186.87	\$ 658.05	720	1,300	\$ 858,338.03	\$ 660.26
Drug Court	1	8	\$ 5,993.92	7	\$ 4,709.92	\$ 672.85	3	24	\$ 21,009.18	\$ 875.38
Emancipation	11	4	\$ 1,518.00	5	\$ 1,841.00	\$ 368.20	40	23	\$ 8,672.84	\$ 377.08
Felony	443	608	\$ 494,052.96	562	\$ 467,651.63	\$ 832.12	1,929	2,123	\$ 1,761,197.81	\$ 829.58
Involuntary Civil Commitment	67	60	\$ 13,569.68	57	\$ 12,042.00	\$ 211.26	270	235	\$ 50,938.92	\$ 216.76
Juvenile	68	87	\$ 39,535.76	88	\$ 42,681.96	\$ 485.02	276	308	\$ 151,185.20	\$ 490.86
Lawyer of the Day - Custody	264	245	\$ 64,833.07	184	\$ 42,321.98	\$ 230.01	979	858	\$ 207,785.31	\$ 242.17
Lawyer of the Day - Juvenile	48	48	\$ 9,835.52	42	\$ 8,440.56	\$ 200.97	176	158	\$ 30,184.10	\$ 191.04
Lawyer of the Day - Walk-in	162	140	\$ 35,106.28	82	\$ 19,168.83	\$ 233.77	574	478	\$ 117,860.71	\$ 246.57
Misdemeanor	690	740	\$ 321,264.23	725	\$ 319,448.32	\$ 440.62	2,948	2,655	\$ 1,085,774.16	\$ 408.95
Petition, Modified Release Treatment	1	8	\$ 2,615.80	10	\$ 7,950.50	\$ 795.05	5	20	\$ 13,263.60	\$ 663.18
Petition, Release or Discharge	0	0		0			1	0		
Petition, Termination of Parental Rights	27	45	\$ 38,059.21	50	\$ 39,445.03	\$ 788.90	121	219	\$ 188,478.98	\$ 860.63
Post Conviction Review	3	7	\$ 9,982.13	6	\$ 6,378.00	\$ 1,063.00	23	29	\$ 51,752.15	\$ 1,784.56
Probate	3	1	\$ 706.45	1	\$ 706.45	\$ 706.45	6	1	\$ 706.45	\$ 706.45
Probation Violation	153	174	\$ 80,994.70	171	\$ 76,506.80	\$ 447.41	663	651	\$ 260,389.00	\$ 399.98
Represent Witness on 5th Amendment	0	0		0			0	4	\$ 312.00	\$ 78.00
Review of Child Protection Order	53	149	\$ 82,186.68	155	\$ 81,633.20	\$ 526.67	195	600	\$ 343,028.42	\$ 571.71
Revocation of Administrative Release	1	3	\$ 1,617.50	2	\$ 1,029.50	\$ 514.75	8	3	\$ 1,371.50	\$ 457.17
<b>DefenderData Sub-Total</b>	<b>2,191</b>	<b>2,728</b>	<b>\$ 1,463,347.41</b>	<b>2,525</b>	<b>\$ 1,384,981.91</b>	<b>\$ 548.51</b>	<b>9,010</b>	<b>9,774</b>	<b>\$ 5,270,666.17</b>	<b>\$ 539.25</b>
<b>Paper Voucher Sub-Total</b>	<b>2</b>	<b>2</b>	<b>\$ 780.00</b>	<b>2</b>	<b>\$ 780.00</b>	<b>\$ 390.00</b>	<b>7</b>	<b>7</b>	<b>\$ 3,373.20</b>	<b>\$ 481.89</b>
<b>TOTAL</b>	<b>2,193</b>	<b>2,730</b>	<b>\$1,464,127.41</b>	<b>2,527</b>	<b>\$1,385,761.91</b>	<b>\$ 548.38</b>	<b>9,017</b>	<b>9,781</b>	<b>\$ 5,274,039.37</b>	<b>\$ 539.21</b>

MAINE COMMISSION ON INDIGENT LEGAL SERVICES  
FY16 FUND ACCOUNTING  
AS OF 10/31/2016

Account 010 95F Z112 01 (All Other)	Mo.	Q1	Mo.	Q2	Mo.	Q3	Mo.	Q4	FY16 Total
FY17 Professional Services Allotment		\$ 4,278,098.25		\$ 4,357,441.00		\$ 4,712,015.00		\$ 2,083,667.00	
FY17 General Operations Allotment		\$ 34,560.00		\$ 34,560.00		\$ 34,560.00		\$ 34,560.00	
Financial Order Adjustment		\$ -		\$ -		\$ -		\$ -	
Financial Order Adjustment		\$ -		\$ -		\$ -		\$ -	
<b>Total Budget Allotments</b>		<b>\$ 4,312,658.25</b>		<b>\$ 4,392,001.00</b>		<b>\$ 4,746,575.00</b>		<b>\$ 2,118,227.00</b>	<b>\$ 15,569,461.25</b>
Total Expenses	1	\$ (993,008.98)	4	\$ (1,499,285.92)	7	\$ -	10	\$ -	\$ (2,492,294.90)
	2	\$ (1,778,404.21)	5	\$ -	8	\$ -	11	\$ -	\$ (1,778,404.21)
	3	\$ (1,290,758.70)	6	\$ -	9	\$ -	12	\$ -	\$ (1,290,758.70)
Encumbrances (Somerset PDP & Justice Works)		\$ (249,075.75)		\$ 27,346.75		\$ -		\$ -	\$ (221,729.00)
Encumbrances (WestLaw)		\$ (1,410.00)		\$ 141.00		\$ -		\$ -	\$ (1,269.00)
<b>TOTAL REMAINING</b>		<b>\$ 0.61</b>		<b>\$ 2,920,202.83</b>		<b>\$ 4,746,575.00</b>		<b>\$ 2,118,227.00</b>	<b>\$ 9,785,005.44</b>

Q2 Month 4 (as of 10/31/16)	
<b>INDIGENT LEGAL SERVICES</b>	
Counsel Payments	\$ (1,385,761.91)
Somerset County	\$ (23,047.50)
Subpoena Witness Fees	\$ -
Private Investigators	\$ (25,373.49)
Mental Health Expert	\$ (8,905.60)
Transcripts	\$ (28,639.40)
Other Expert	\$ (16,883.02)
Analysts & Lab Services	\$ -
Process Servers	\$ (657.94)
Interpreters	\$ (1,018.70)
Misc Prof Fees & Serv	\$ -
<b>SUB-TOTAL ILS</b>	<b>\$ (1,490,287.56)</b>
<b>OPERATING EXPENSES</b>	
Service Center	\$ -
DefenderData	\$ (4,659.25)
West Publishing Corp	\$ (141.00)
Mileage/Tolls/Parking	\$ (1,113.77)
Mailing/Postage/Freight	\$ (67.33)
Legal Ads	\$ (591.94)
Risk Management	\$ -
Office Supplies/Equip.	\$ (87.94)
Cellular Phones	\$ (122.77)
Subscriptions	\$ -
Office Equipment Rental	\$ (117.35)
Notary Fees	\$ -
OIT/TELCO	\$ (2,097.01)
<b>SUB-TOTAL OE</b>	<b>\$ (8,998.36)</b>
<b>TOTAL</b>	<b>\$ (1,499,285.92)</b>

<b>INDIGENT LEGAL SERVICES</b>	
Q2 Allotment	\$ 4,392,001.00
Q2 Encumbrances for Somerset PDP & Justice Works contracts	\$ 27,346.75
WestLaw Contract 12 month encumbrance	\$ 141.00
Q2 Expenses as of 10/31/16	\$ (1,499,285.92)
Remaining Q2 Allotment as of 10/31/16	\$ 2,920,202.83

MAINE COMMISSION ON INDIGENT LEGAL SERVICES  
FY16 FUND ACCOUNTING  
As of 10/31/16

Account 014 95F Z112 01 (Revenue)	Mo.	Q1	Mo.	Q2	Mo.	Q3	Mo.	Q4	FY16 Total
<b>Total Budget Allotments</b>		\$ 184,125.00	\$	184,124.00	\$	184,124.00	\$	184,124.00	\$ 736,497.00
Financial Order Adjustment	1	\$ -	4	\$ -	7	\$ -	10	\$ -	
Financial Order Adjustment	2	\$ -	5	\$ -	8	\$ -	11	\$ -	
Budget Order Adjustment	3	\$ -	6	\$ -	9	\$ -	12	\$ -	
Financial Order Adjustment	3	\$ -	4	\$ -	9	\$ -	12	\$ -	\$ -
<b>Total Budget Allotments</b>		\$ 184,125.00	\$	184,124.00	\$	184,124.00	\$	184,124.00	\$ 736,497.00
Cash Carryover from Prior Quarter		\$ 23.05	\$	3,014.37	\$	-			
Collected Revenue from JB	1	\$ 61,742.47	4	\$ 42,429.56	7	\$ -	10	\$ -	
Promissory Note Payments		\$ -		\$ -		\$ -		\$ -	
Collected Revenue from JB	2	\$ 40,789.66	5	\$ -	8	\$ -	11	\$ -	
Promissory Note Payments		\$ -		\$ -		\$ -		\$ -	
Collected Revenue from JB (late transfer)		\$ -		\$ -	9	\$ -		\$ -	
Collected Revenue from JB	3	\$ 55,760.61	6	\$ -	9	\$ -	12	\$ -	
Promissory Note Payments		\$ -		\$ -		\$ -		\$ -	
<b>TOTAL CASH PLUS REVENUE COLLECTED</b>		\$ 158,315.79	\$	45,443.93	\$	-	\$	-	\$ 200,722.30
Counsel Payments	1	\$ -	4	\$ -	7	\$ -	10	\$ -	
Other Expenses		\$ -		\$ (3,011.64)		\$ -	***	\$ -	
Counsel Payments	2	\$ -	5	\$ -	8	\$ -	11	\$ -	
Other Expenses		\$ -							
Counsel Payments	3	\$ (154,443.22)	6	\$ -	9	\$ -	12	\$ -	
Other Expenses	**	\$ -		\$ -		\$ -			
<b>REMAINING ALLOTMENT</b>		\$ 29,681.78	\$	181,112.36	\$	184,124.00	\$	184,124.00	\$ 579,042.14
Overpayment Reimbursements	1	\$ (100.00)	4	\$ -	7	\$ -	10		
	2	\$ (713.20)	5	\$ -	8	\$ -	11	\$ -	
	3	\$ (45.00)	6	\$ -	9	\$ -	12	\$ -	
<b>REMAINING CASH Year to Date</b>		\$ 3,014.37	\$	42,432.29	\$	-	\$	-	

Q2 Month 4 (as of 10/31/16)	
<b>DEFENDER DATA COUNSEL PAYMENTS</b>	
	\$ -
<b>SUB-TOTAL ILS</b>	\$ -
<b>OVERPAYMENT REIMBURSEMENTS</b>	
Paper Voucher	\$ -
Somerset County CDs	\$ -
Private Investigators	\$ -
Mental Health Expert	\$ -
Transcripts	\$ -
Other Expert	\$ -
StaCap Expense	\$ (3,011.64)
<b>SUB-TOTAL OE</b>	\$ (3,011.64)
<b>TOTAL</b>	\$ (3,011.64)



MAINE COMMISSION ON INDIGENT LEGAL SERVICES  
FY16 FUND ACCOUNTING  
AS OF 10/31/2016

Account 010 95F Z112 01 (Personal Services)	Mo.	Q1	Mo.	Q2	Mo.	Q3	Mo.	Q4	FY16 Total
FY17 Allotment	\$	181,545.00	\$	205,445.00	\$	181,540.00	\$	189,421.00	\$ -
Financial Order Adjustments	\$	-	\$	-	\$	-	\$	-	
Financial Order Adjustments	\$	-	\$	-	\$	-	\$	-	
Budget Order Adjustments	\$	-	\$	-	\$	-	\$	-	
<b>Total Budget Allotments</b>	<b>\$</b>	<b>181,545.00</b>	<b>\$</b>	<b>205,445.00</b>	<b>\$</b>	<b>181,540.00</b>	<b>\$</b>	<b>189,421.00</b>	<b>\$ 757,951.00</b>
Total Expenses	1 \$	(55,554.51)	4 \$	(56,634.54)	7 \$	-	10 \$	-	
	2 \$	(58,643.85)	5 \$	-	8 \$	-	11 \$	-	
	3 \$	(56,599.36)	6 \$	-	9 \$	-	12 \$	-	
<b>TOTAL REMAINING</b>	<b>\$</b>	<b>10,747.28</b>	<b>\$</b>	<b>148,810.46</b>	<b>\$</b>	<b>181,540.00</b>	<b>\$</b>	<b>189,421.00</b>	<b>\$ 530,518.74</b>

Q2 Month 4 (as of 10/31/16)	
Per Diem Payments	\$ (220.00)
Salary	\$ (27,340.85)
Vacation Pay	\$ (1,432.05)
Holiday Pay	\$ -
Sick Pay	\$ (1,461.66)
Employee Hlth Svs/Workers Comp	\$ (74.00)
Health Insurance	\$ (10,276.78)
Dental Insurance	\$ (249.48)
Employer Retiree Health	\$ (3,522.97)
Employer Retirement	\$ (2,359.11)
Employer Group Life	\$ (251.72)
Employer Medicare	\$ (446.57)
Retiree Unfunded Liability	\$ (5,809.19)
Retro Pymt	\$ (23.60)
Perm Part Time Full Ben	\$ (3,166.56)
<b>TOTAL</b>	<b>\$ (56,634.54)</b>

**MAINE COMMISSION ON INDIGENT LEGAL SERVICES**  
**FY16 FUND ACCOUNTING**  
As of 10/31/16

Account 014 95F Z112 02 (Conference)	Mo.	Q1	Mo.	Q2	Mo.	Q3	Mo.	Q4	FY16 Total
<b>Total Budget Allotments</b>		\$ 10,000.00		\$ 20,000.00		\$ 20,000.00		\$ 7,000.00	\$ 57,000.00
Financial Order Adjustment	1	\$ -	4	\$ -	7	\$ -	10	\$ -	
Financial Order Adjustment	2	\$ -	5	\$ -	8	\$ -	11	\$ -	
Financial Order Adjustment	3	\$ -	6	\$ -	9	\$ -	12	\$ -	\$ -
<b>Total Budget Allotments</b>		\$ 10,000.00		\$ 20,000.00		\$ 20,000.00		\$ 7,000.00	\$ 57,000.00
Cash Carryover from Prior Quarter		\$ 14,054.73		\$ 32,159.21		\$ -		\$ -	
Collected Revenue	1	\$ -	4	\$ 775.00	7	\$ -	10	\$ -	
Collected Revenue	2	\$ 17,600.00	5	\$ -	8	\$ -	11	\$ -	
Collected Revenue	3	\$ 850.00	6	\$ -	9	\$ -	12	\$ -	
<b>TOTAL CASH PLUS REVENUE COLLECTED</b>		\$ 32,504.73		\$ 32,934.21		\$ -		\$ -	\$ 19,225.00
Total Expenses	1	\$ (132.26)	4	\$ (6,686.13)	7	\$ -	10	\$ -	
	2	\$ (37.58)	5	\$ -	8	\$ -	11	\$ -	
	3	\$ (0.68)	6	\$ -	9	\$ -	12	\$ -	
Encumbrances		\$ (5,000.00)		\$ -					\$ (5,000.00)
<b>REMAINING ALLOTMENT</b>		\$ 4,829.48		\$ 13,313.87		\$ 20,000.00		\$ 7,000.00	\$ 45,143.35
<b>REMAINING CASH Year to Date</b>		\$ 32,159.21		\$ 26,248.08		\$ -		\$ -	

Q2 Month 4 (as of 10/31/16)	
Training Manuals Printing	\$ -
Training Refreshments/Meals	\$ (2,537.50)
Media Northeast (encumbered Q1)	\$ -
Speaker Fees	\$ (4,052.93)
Office Supplies	\$ (60.70)
CLE App to the Bar	\$ (35.00)
State Cap Expense	\$ -
<b>TOTAL</b>	\$ (6,686.13)

**MAINE COMMISSION ON INDIGENT LEGAL SERVICES**

**Activity Report by Court**

10/31/2016

Court	Oct-16						Fiscal Year 2017			
	New Cases	Vouchers Submitted	Submitted Amount	Vouchers Paid	Approved Amount	Average Amount	Cases Opened	Vouchers Paid	Amount Paid	Average Amount
ALFSC	24	65	\$ 47,779.50	65	\$ 49,229.25	\$ 757.37	99	229	\$ 179,689.36	\$ 784.67
AUBSC	10	35	\$ 21,307.46	36	\$ 23,522.97	\$ 653.42	59	139	\$ 97,593.95	\$ 702.11
AUGDC	76	75	\$ 29,551.53	67	\$ 26,888.33	\$ 401.32	219	264	\$ 127,113.85	\$ 481.49
AUGSC	21	49	\$ 28,126.84	49	\$ 27,224.27	\$ 555.60	110	165	\$ 78,239.76	\$ 474.18
BANDC	54	67	\$ 21,778.80	65	\$ 22,899.82	\$ 352.30	216	285	\$ 113,866.60	\$ 399.53
BANSC	1	0		1	\$ 108.00	\$ 108.00	2	4	\$ 2,471.82	\$ 617.96
BATSC	2	1	\$ 486.00	2	\$ 714.00	\$ 357.00	8	8	\$ 10,399.34	\$ 1,299.92
BELDC	20	8	\$ 5,243.72	11	\$ 7,514.78	\$ 683.16	49	64	\$ 43,356.14	\$ 677.44
BELSC	2	3	\$ 1,338.90	1	\$ 562.40	\$ 562.40	9	13	\$ 5,903.95	\$ 454.15
BIDDC	75	84	\$ 35,515.11	75	\$ 35,116.32	\$ 468.22	269	293	\$ 136,309.55	\$ 465.22
BRIDC	13	18	\$ 9,209.48	15	\$ 7,842.00	\$ 522.80	53	64	\$ 30,854.38	\$ 482.10
CALDC	7	14	\$ 9,287.12	14	\$ 9,230.80	\$ 659.34	56	42	\$ 26,918.80	\$ 640.92
CARDC	4	9	\$ 4,434.79	16	\$ 7,926.79	\$ 495.42	30	65	\$ 36,560.29	\$ 562.47
CARSC	5	13	\$ 3,572.78	11	\$ 3,129.76	\$ 284.52	31	41	\$ 26,204.30	\$ 639.13
DOVDC	4	14	\$ 9,060.21	12	\$ 6,591.36	\$ 549.28	13	38	\$ 24,303.76	\$ 639.57
DOVSC	0	1	\$ 507.44	1	\$ 507.44	\$ 507.44	2	2	\$ 675.44	\$ 337.72
ELLDC	23	37	\$ 18,600.00	39	\$ 18,456.00	\$ 473.23	70	123	\$ 113,367.50	\$ 921.69
ELLSC	0	4	\$ 1,446.00	4	\$ 1,386.00	\$ 346.50	1	11	\$ 3,378.00	\$ 307.09
FARDC	10	20	\$ 12,773.21	18	\$ 12,101.68	\$ 672.32	53	68	\$ 50,450.93	\$ 741.93
FARSC	1	2	\$ 673.20	1	\$ 492.00	\$ 492.00	13	12	\$ 4,270.72	\$ 355.89
FORDC	7	7	\$ 1,446.64	13	\$ 7,671.95	\$ 590.15	30	33	\$ 17,947.57	\$ 543.87
HOUDC	11	33	\$ 14,612.22	34	\$ 15,087.46	\$ 443.75	67	116	\$ 46,262.73	\$ 398.82
HOUSC	1	6	\$ 1,608.64	7	\$ 1,650.64	\$ 235.81	9	20	\$ 16,857.76	\$ 842.89
LEWDC	73	113	\$ 58,586.19	116	\$ 61,510.75	\$ 530.27	298	417	\$ 210,826.39	\$ 505.58
LINDC	8	33	\$ 13,616.80	35	\$ 13,947.66	\$ 398.50	36	94	\$ 44,366.82	\$ 471.99
MACDC	20	24	\$ 11,507.52	31	\$ 12,413.52	\$ 400.44	59	67	\$ 33,053.02	\$ 493.33
MACSC	4	6	\$ 1,935.60	6	\$ 1,979.44	\$ 329.91	11	11	\$ 4,391.44	\$ 399.22
MADDC	4	3	\$ 713.36	4	\$ 965.36	\$ 241.34	15	14	\$ 4,814.08	\$ 343.86
MILDC	11	1	\$ 12.00	7	\$ 1,992.00	\$ 284.57	23	17	\$ 6,084.20	\$ 357.89
NEWDC	28	31	\$ 8,657.33	27	\$ 7,848.37	\$ 290.68	91	114	\$ 54,126.74	\$ 474.80
PORDC	70	114	\$ 66,565.24	108	\$ 64,265.76	\$ 595.05	309	438	\$ 234,854.76	\$ 536.20
PORSC	1	3	\$ 2,001.76	3	\$ 2,001.76	\$ 667.25	6	7	\$ 5,709.70	\$ 815.67
PREDC	10	26	\$ 11,278.49	32	\$ 13,299.68	\$ 415.62	65	105	\$ 49,797.05	\$ 474.26
ROCD	21	28	\$ 15,640.84	21	\$ 12,694.48	\$ 604.50	71	92	\$ 39,926.75	\$ 433.99
ROCSC	2	6	\$ 13,561.11	5	\$ 12,336.76	\$ 2,467.35	12	31	\$ 27,418.42	\$ 884.47
RUMDC	5	13	\$ 7,626.52	10	\$ 5,171.92	\$ 517.19	39	40	\$ 16,675.72	\$ 416.89
SKODC	14	52	\$ 30,135.72	26	\$ 18,794.64	\$ 722.87	80	146	\$ 77,846.64	\$ 533.20
SKOSC	2	0		0			2	0		
SOUDC	13	18	\$ 10,125.92	17	\$ 8,053.00	\$ 473.71	33	54	\$ 25,386.50	\$ 470.12
SOUSC	7	15	\$ 11,311.38	15	\$ 10,908.79	\$ 727.25	30	57	\$ 38,272.13	\$ 671.44
SPRDC	94	90	\$ 52,976.47	52	\$ 39,979.97	\$ 768.85	296	284	\$ 159,315.69	\$ 560.97
Law Ct	11	12	\$ 16,329.11	10	\$ 11,237.36	\$ 1,123.74	59	60	\$ 82,601.12	\$ 1,376.69
YORCD	185	178	\$ 114,815.34	173	\$ 113,154.84	\$ 654.07	720	530	\$ 367,845.24	\$ 694.05
AROCD	59	101	\$ 57,599.09	108	\$ 56,614.34	\$ 524.21	329	322	\$ 168,016.76	\$ 521.79
ANDCD	97	117	\$ 64,117.34	97	\$ 68,839.44	\$ 709.68	442	406	\$ 240,942.63	\$ 593.45
KENCD	185	183	\$ 94,228.77	169	\$ 100,643.28	\$ 595.52	737	589	\$ 271,112.55	\$ 460.29
PENCD	167	190	\$ 85,272.30	195	\$ 82,745.42	\$ 424.34	813	806	\$ 375,901.51	\$ 466.38
SAGCD	23	16	\$ 10,374.28	14	\$ 11,551.48	\$ 825.11	120	119	\$ 68,225.21	\$ 573.32
WALCD	28	35	\$ 15,529.30	32	\$ 15,605.16	\$ 487.66	115	111	\$ 56,335.65	\$ 507.53
PISCD	8	11	\$ 3,420.00	10	\$ 1,710.00	\$ 171.00	41	41	\$ 10,363.60	\$ 252.77
HANCD	53	57	\$ 26,091.90	60	\$ 26,848.40	\$ 447.47	216	222	\$ 96,511.30	\$ 434.74
FRACD	43	50	\$ 32,655.35	40	\$ 18,195.68	\$ 454.89	165	182	\$ 68,074.21	\$ 374.03
WASCD	26	30	\$ 10,006.00	25	\$ 8,572.00	\$ 342.88	129	103	\$ 33,991.96	\$ 330.02
CUMCD	341	368	\$ 210,226.81	302	\$ 186,866.36	\$ 618.76	1,351	1,249	\$ 722,974.64	\$ 578.84
KNOCD	54	40	\$ 24,197.49	33	\$ 17,132.19	\$ 519.16	206	169	\$ 89,755.17	\$ 531.10
SOMCD	1	0		1	\$ 237.00	\$ 237.00	7	4	\$ 8,975.12	\$ 2,243.78
OXFCD	47	75	\$ 37,012.54	70	\$ 26,629.03	\$ 380.41	219	235	\$ 107,308.83	\$ 456.63
LINCD	41	28	\$ 17,310.12	25	\$ 15,084.84	\$ 603.39	135	121	\$ 64,613.12	\$ 533.99
WATDC	15	36	\$ 18,122.68	35	\$ 15,941.20	\$ 455.46	92	199	\$ 100,196.18	\$ 503.50
WESDC	22	26	\$ 11,830.68	26	\$ 16,311.66	\$ 627.37	86	107	\$ 46,359.65	\$ 433.27
WISDC	5	12	\$ 8,737.25	9	\$ 6,788.13	\$ 754.24	21	33	\$ 18,312.53	\$ 554.93
WISSC	2	2	\$ 657.00	1	\$ 210.00	\$ 210.00	8	10	\$ 3,917.94	\$ 391.79
YORDC	20	20	\$ 10,202.22	18	\$ 10,046.22	\$ 558.12	55	69	\$ 42,468.70	\$ 615.49
<b>TOTAL</b>	<b>2,191</b>	<b>2,728</b>	<b>\$ 1,463,347.41</b>	<b>2,525</b>	<b>\$ 1,384,981.91</b>	<b>\$ 548.51</b>	<b>9,010</b>	<b>9,774</b>	<b>\$ 5,270,666.17</b>	<b>\$ 539.25</b>

# MAINE COMMISSION ON INDIGENT LEGAL SERVICES

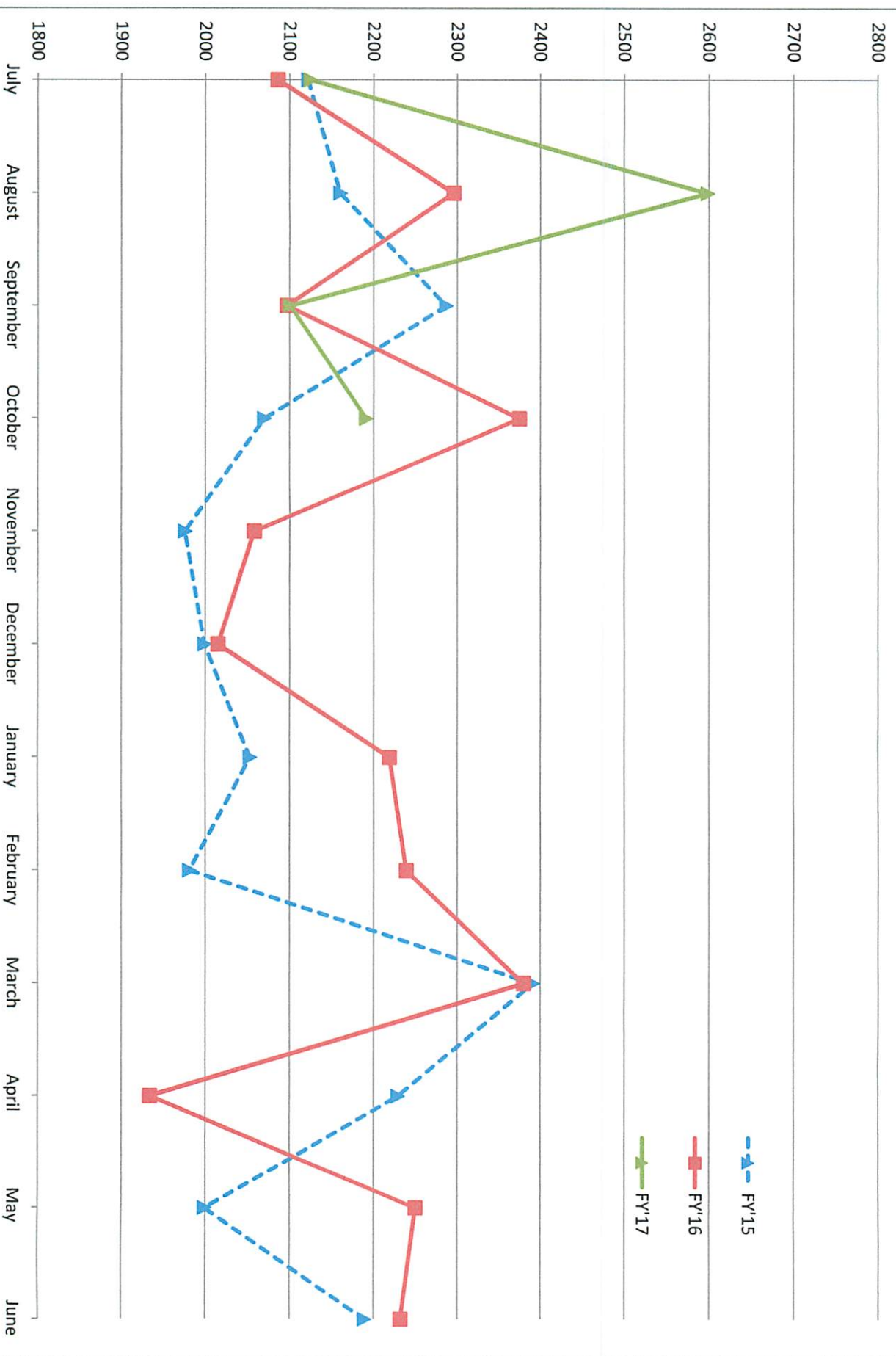
## Number of Attorneys Rostered by Court

10/31/2016

Court	Rostered Attorneys
Augusta District Court	100
Bangor District Court	53
Belfast District Court	50
Biddeford District Court	132
Bridgton District Court	98
Calais District Court	12
Caribou District Court	18
Dover-Foxcroft District Court	26
Ellsworth District Court	44
Farmington District Court	26
Fort Kent District Court	11
Houlton District Court	15
Lewiston District Court	128
Lincoln District Court	28
Machias District Court	18
Madawaska District Court	12
Millinocket District Court	20
Newport District Court	36
Portland District Court	161
Presque Isle District Court	14
Rockland District Court	42
Rumford District Court	24
Skowhegan District Court	26

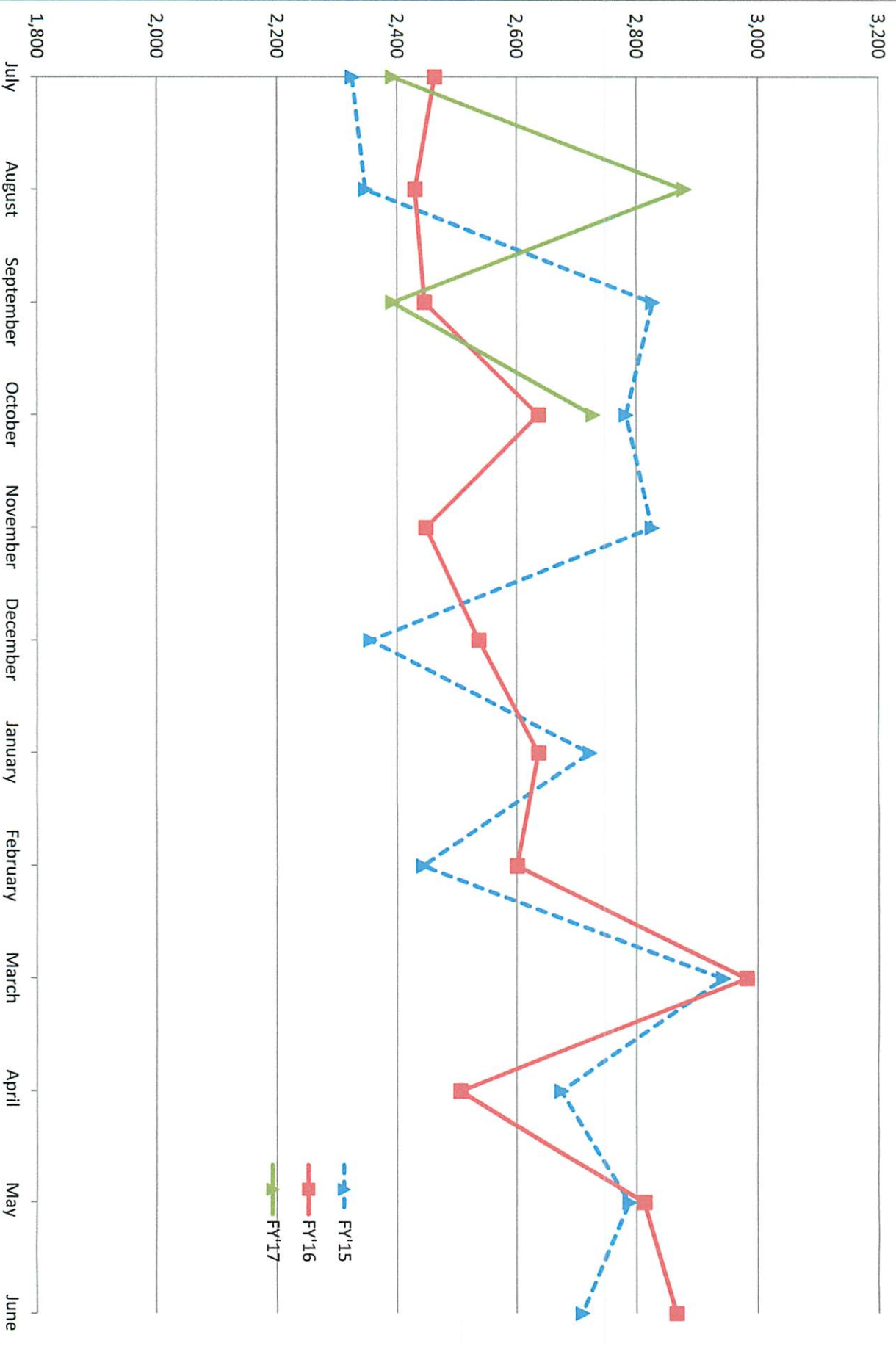
Court	Rostered Attorneys
South Paris District Court	59
Springvale District Court	119
Unified Criminal Docket Alfred	107
Unified Criminal Docket Aroostook	24
Unified Criminal Docket Auburn	101
Unified Criminal Docket Augusta	92
Unified Criminal Docket Bangor	55
Unified Criminal Docket Bath	92
Unified Criminal Docket Belfast	47
Unified Criminal Docket Dover Foxcroft	23
Unified Criminal Docket Ellsworth	41
Unified Criminal Docket Farmington	28
Unified Criminal Docket Machias	18
Unified Criminal Docket Portland	146
Unified Criminal Docket Rockland	38
Unified Criminal Docket Skowhegan	20
Unified Criminal docket Soperth Paris	97
Unified Criminal Docket Wiscasset	57
Waterville District Court	52
West Bath District Court	113
Wiscasset District Court	64
York District Court	108

## NEW CASES

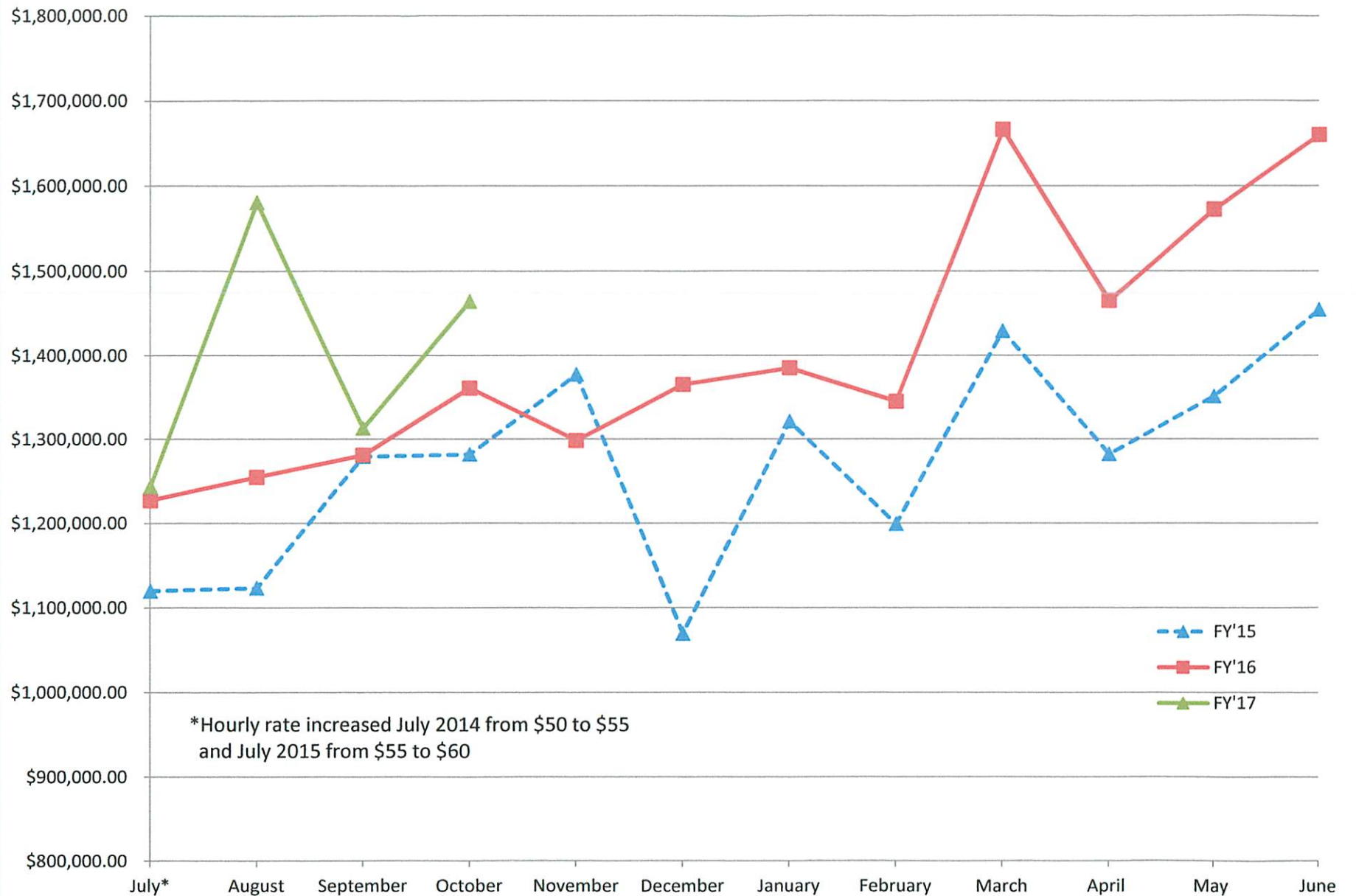




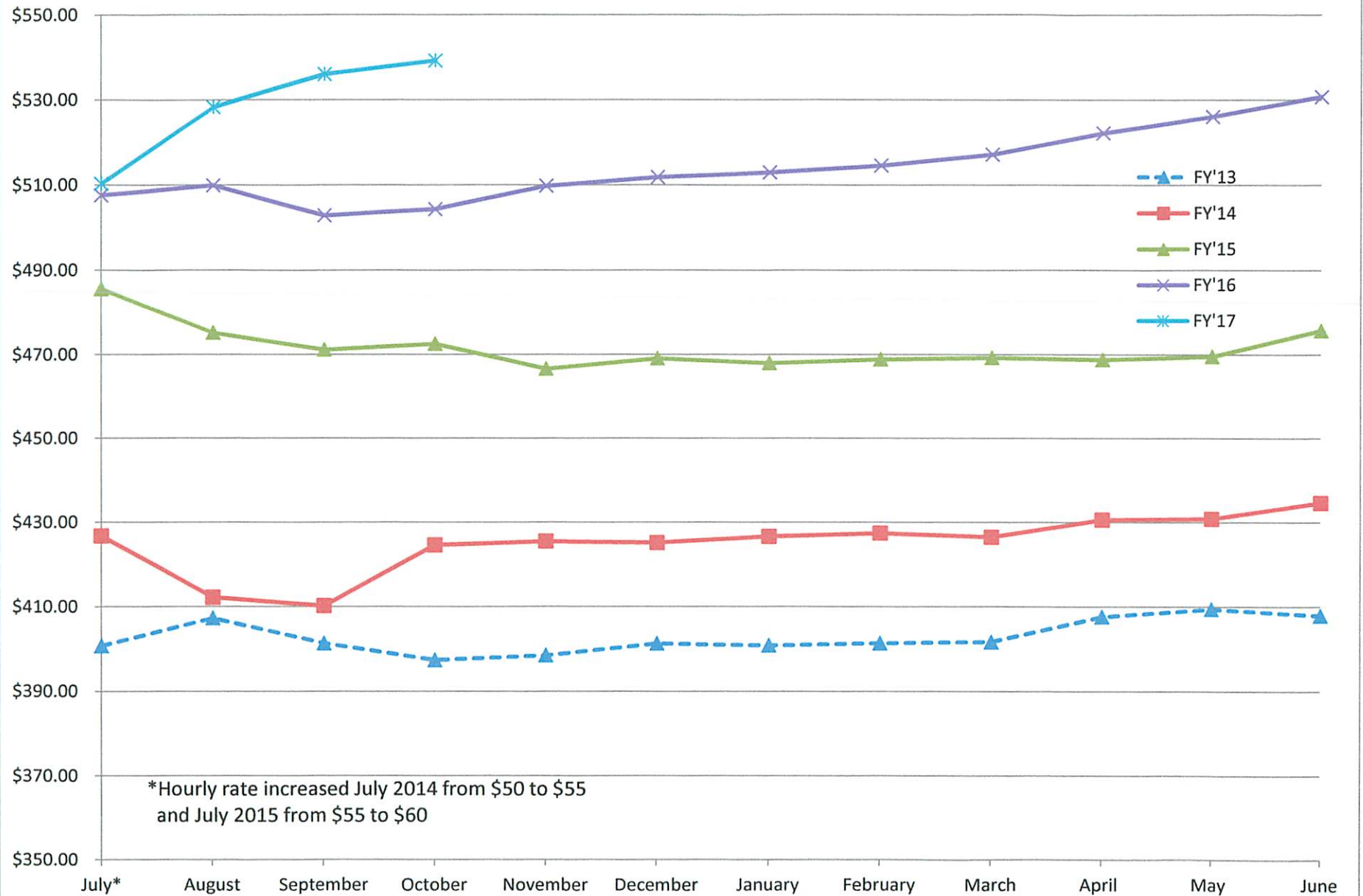
## Submitted Vouchers



## Submitted Voucher Amount

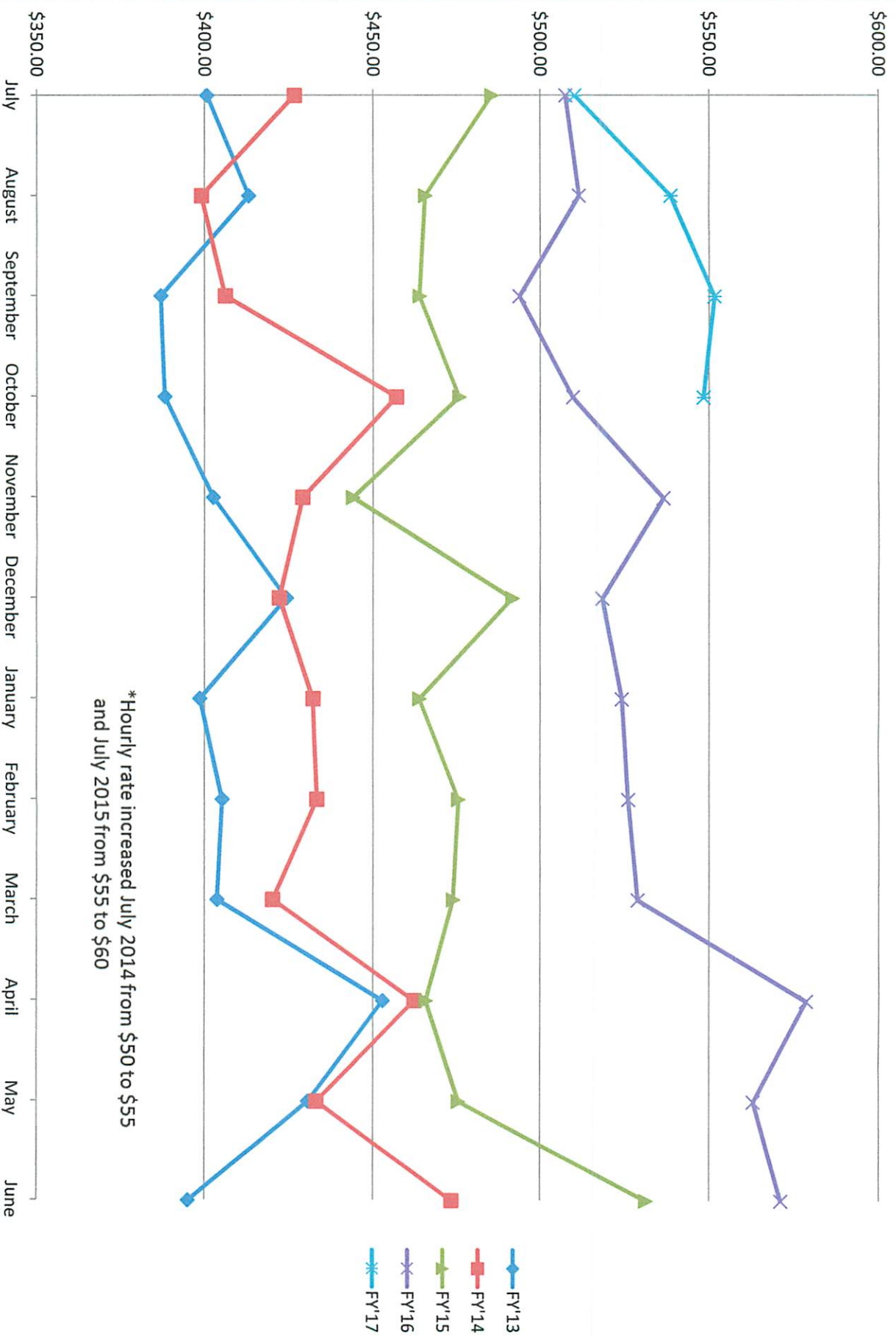


## Average Voucher Price Fiscal Year to Date



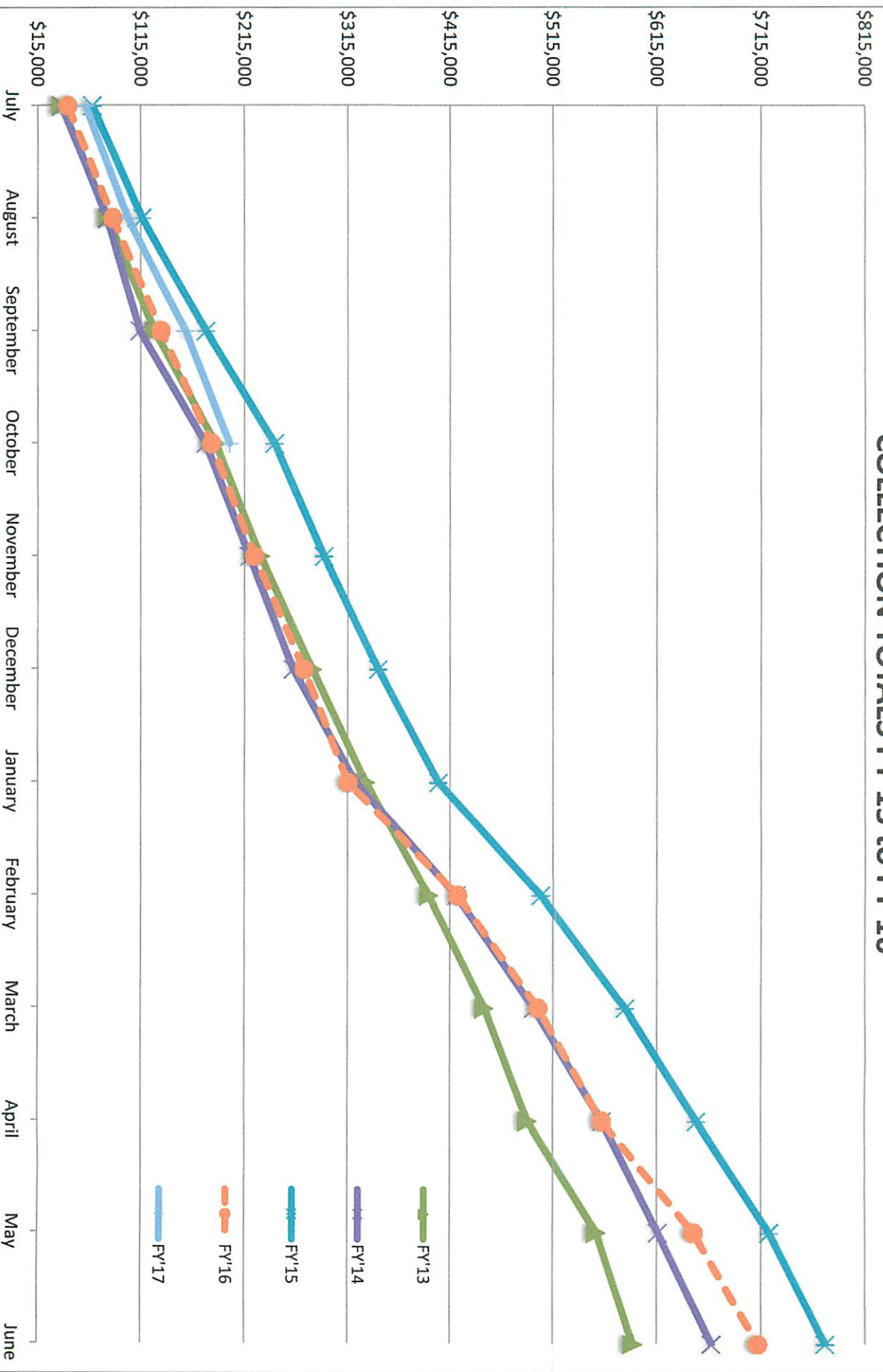


## Monthly Price Per Voucher



\* Hourly rate increased July 2014 from \$50 to \$55 and July 2015 from \$55 to \$60

# COLLECTION TOTALS FY'13 to FY'16



**(3.)**  
**Recommended Decision**  
**on Appeal**

## Draft recommended decision

### Subject of the appeal and statement of the issues:

The subject of the pending appeal is a decision by the Executive Director of the Maine Commission on Indigent Legal Services ("MCILS" or "the Commission") to remove Seth Carey, Esq. from the MCILS roster indefinitely.

The issues identified in Attorney Carey's statement of appeal were:

1. Whether the Executive Director lacked legal authority or justification; and
2. Whether the Executive Director's decision was arbitrary and capricious.

### Hearing:

A hearing was held on August 8, 2016 at the Capitol Judicial Center in Augusta Maine.

John Pelletier, Esq. appeared on behalf of MCILS. Attorney Pelletier was the sole witness for MCILS.

Seth Carey, Esq. appeared in his own behalf. Attorney Carey was the sole witness for himself.

### Evidence:

The following Exhibits were admitted into evidence without objection:

- a. March 15, 2016 Decision from Executive Director;
- b. March 24, 2016 Request for Reconsideration;
- c. April 11, 2016 Decision on Request for Reconsideration;
- d. May 10, 2016 Statement of Appeal;
- e. Title 4, Chapter 37 Maine Revised Statutes;
- f. MCILS Rule, Ch. 2 Standards for Qualifications of Assigned Counsel;
- g. 5 M.R.S. § 11007;
- h. Report of Findings and Order of Panel C of the Grievance Commission;
- i. March 7, 2016 Interim Order in Board of Bar Overseers v. Seth T. Carey, Esq.; and
- j. Numerous case materials related to criminal defendants represented by Attorney Carey.<sup>1</sup>

### Findings of Fact and Analysis:

---

<sup>1</sup> The Presiding Officer aggregates these exhibits as one for purpose of this written decision to protect the identity of the individual clients named in the materials.

**1. Whether the Executive Director Possessed Legal Authority to Suspend Attorney Carey from the Roster**

Executive Director Pelletier testified that 4 M.R.S. § 1801 states that the purpose of the Commission is to provide efficient, high-quality representation to indigent persons. He also testified that 4 M.R.S. § 1804 requires the Commission to establish standards for the delivery of indigent legal services. Moreover, Executive Director Pelletier cited to 4 M.R.S. § 1805 as requiring the Executive Director to ensure that the provision of indigent legal services complies with all constitutional, statutory and ethical standards. He also cited to Commission Rule Chapter 2, as legal authority for his decision.

Executive Director Pelletier testified that Commission Rule Ch. 2, Section 2(1)(b) requires attorneys to promptly inform the Commission of any complaint filed against the attorney with the Maine Board of Bar Overseers that has been set for a grievance panel hearing. He also testified that Commission Rule, Ch. 2, Section 2(6) authorizes him to suspend or remove an attorney from the MCILS roster. Executive Director Pelletier also testified that the Commission Rules were duly promulgated through the process outlined in the Administrative Procedures Act, 5 M.R.S. § 8001 *et seq.*

At hearing, Attorney Carey made no argument that the Commission rule was procedurally invalid or outside of the Commission's statutory mission. Nor did Attorney Carey argue that the rule did not allow for the action taken by Executive Director Pelletier. Instead, Attorney Carey focused his argument on the fact that the rule had not yet been litigated and upheld by a court. Executive Director Pelletier conceded that the Commission Rule had not been the subject of any legal challenge to date.

"Where a statute delegates to an administrative agency the power to make rules, courts recognize a presumption that such rules, when duly noticed, are valid." *Bangor Baptist Church v. Maine, Dep't of Educational and Cultural Services*, 549 F.Supp. 1208, 1228 (D.ME 1982). "The presumption is rebuttable on 'a showing that the challenged regulation is an unreasonable exercise of the delegated power – *i.e.* inconsistent with the statute. *Id.* at 1229 (citing *Commissioner v. Acker*, 361 U.S. 87, 90-92 (1959)).

Attorney Carey's argument that Executive Director Pelletier's decision lacked legal authority because the rule has not been challenged and upheld by a court is unavailing. First, this Presiding Officer finds that rules duly promulgated through the APA are presumptively valid. This Presiding Officer also finds that the statutory scheme of the APA supports this conclusion, in that it allows for persons aggrieved by agency rules, or stemming from agency action in an adjudicatory role in which the agency has applied a regulation, to seek judicial review of the validity of the rule in a civil action. *See* 5 M.R.S. §§ 8058, 11001, 11002. *See also* *Conservation Law Found. v. Dept. of Envtl. Prot.*, 2003 ME 62, ¶ 19. As such, the structure of the APA presumes the validity of agency rules and places the burden of demonstrating otherwise upon the person challenging the rule.

Executive Director Pelletier provided evidence that the rule was properly promulgated, including review for form and legality by the Office of the Attorney General, and that the rule was within the enabling statutes of the Commission. Executive Director Pelletier also produced evidence demonstrating that the Commission Rule explicitly authorized him to take such action. Attorney Carey provided no evidence to the contrary. Therefore, this Presiding Officer determines that Executive Director Pelletier possessed the legal authority to indefinitely remove Attorney Carey from the roster.

Based on the foregoing, the Presiding Officer recommends that the Commission find that Executive Director Pelletier possessed the requisite legal authority to indefinitely remove Attorney Carey from the roster.

## **2. Whether the Executive Director's Decision Was Arbitrary and Capricious**

In determining whether agency action is arbitrary or capricious courts "review the administrative action in question to determine if it is 'unreasonable, has no rational factual basis justifying the conclusion or lacks substantial support in the evidence.'" *Carl L. Cutler Co. v. State Purchasing Agent*, 472 A.2d 913, 916 (Me. 1984). "To withstand scrutiny on appeal, an agency decision must simply contain factual findings sufficient to explain the basis for the sanctions imposed so that the court need not hypothesize about the agency's reasoning." *Bradley v. Head*, 2011 Me.Super. LEXIS 231 (Ken. Sup. Ct., Nov. 15, 2011).

Executive Director Pelletier testified that he based his decision on the Report of Findings and Order of Panel C of the Grievance Commission. That Order, issued after a four day hearing, contained numerous findings, including, but not limited to: that Attorney Carey's "approach is to substitute volume and bombast for skill," that he was "either unfamiliar or uncomfortable with criminal and civil procedure and with the rules of evidence," that he was "unable to deviate from his prepared script when testimony did not go as expected" or "persisted in the same line of questioning either because he did not understand the court's ruling or because he did not know what else to do." The Order also noted the opinion of a presiding judge that there "was a fair piece of real estate between the lower end of competence and [Attorney Carey's] performance" and that Attorney Carey was "close to the bottom of the barrel" of attorneys he had seen. The Order noted that Attorney Carey agreed at the Grievance Hearing that his performance was deficient in the examples adduced by Bar Counsel.

At the hearing of this appeal, Attorney Carey did not challenge these factual findings or the other findings in the Report and Order. In fact, Attorney Carey stated that he felt Executive Director Pelletier had "made a very strong case for his position." He also noted that he could not argue with the Grievance Order, calling its findings "damning." Instead, Attorney Carey noted that he was appealing the Grievance Order and believed that this "trumps" any findings in that Order. He also stated he believed his results for clients also "trump" the Executive Director's decision.

Attorney Carey noted, and Executive Director Pelletier conceded, that Executive Director Pelletier did not make any efforts to reach out to or speak with former clients of Attorney

Carey in reaching his decision to remove Attorney Carey from the roster. As additional support for his position, Attorney Carey provided this Presiding Officer with numerous client materials in support of his testimony that he achieved good results from his clients and "has never had a client complain."<sup>2</sup>

This Presiding Officer finds that there existed substantial evidence of record to support the Executive Director's decision to remove Attorney Carey from the roster indefinitely. Whether or not Attorney Carey is correct in that he obtains great results for his clients and has never had a client complain, such evidence does not "trump" the substantial evidence of record contained in the Grievance Order.<sup>3</sup> Additionally, while it is true that Executive Director Pelletier could have reached out and spoken with Attorney Carey's current or former clients, there is nothing in statute or Commission rules that requires him to take such action. Moreover, under the facts and circumstances of this appeal, this Presiding Officer finds that Executive Director Pelletier's decision not to reach out to Attorney Carey's clients does not undermine his decision to rely upon the findings of the Grievance panel, let alone "trump" those findings.

This Presiding Officer also determines Attorney Carey's argument that his appeal of the Grievance Order "trumps" the findings in the Order to be similarly unavailing. First, Attorney Carey conceded at the Grievance hearing that his performance was deficient in the instances noted by Bar Counsel. Attorney Carey reiterated this position at the August 8, 2016 appeal hearing. Attorney Carey did not argue that the Grievance Panel's findings were erroneous. He did not submit any contradictory evidence showing factual errors. As such, this Presiding Officer cannot conclude that the pending appeal "trumps" the authority of the Executive Director to indefinitely remove an attorney from the MCILS roster.

This Presiding Officer determines that Executive Director Pelletier reasonably relied upon findings from an adjudicatory proceeding in which Attorney Carey was present and had the opportunity to participate and introduce evidence. The Order from that proceeding contained numerous findings of fact concerning the ability of Attorney Carey to represent clients. Therefore, this Presiding Officer cannot conclude that the Executive

---

<sup>2</sup> Attorney Carey also argued that the Executive Director's decision violated his procedural and substantive due process rights. This Presiding Officer concludes these arguments are without merit. Attorney Carey is appealing the decision pursuant to a procedure set forth in Commission rules and was given an opportunity to present his case and argument. Thus this Presiding Officer determines there is no violation of procedural due process rights. Regarding the substantive due process claim, Attorney Carey provided nothing more than a bare assertion that his rights were violated. Without identifying the alleged "right" violated, this Presiding Officer cannot conclude that the Executive Director's decision violated any substantive due process rights of Attorney Carey.

<sup>3</sup> Both attorneys Pelletier and Carey agreed at the hearing that for the most part, facts drive decisions or outcomes in cases. Given this agreement, it is hard for this Presiding Officer to conclude that the outcomes of cases should negate evidence that Attorney Carey himself admitted was "damning."

Director's decision was unreasonable, has no rational factual basis justifying the conclusion or lacks substantial support in the evidence.

Based on the foregoing, the Presiding Officer recommends that the Commission find that Executive Director Pelletier's decision to indefinitely remove Attorney Carey from the roster was not arbitrary and capricious.

**Recommended Decision:** This Presiding recommends that the Commission affirm the decision of the Executive Director to indefinitely remove Attorney Seth Carey from the MCILS roster.



**Pelletier, John**

---

**From:** Maciag, Eleanor  
**Sent:** Wednesday, November 09, 2016 11:21 AM  
**To:** 'Seth T. Carey, Esq. '  
**Subject:** Rescheduled MCILS Commission Meeting

Seth,

The Commission meeting has been rescheduled to Friday, November 18 at 9:30 am in the Judiciary Committee Room, Room 438 on the 4th floor of the Statehouse. The Commissioners will discuss Presiding Officer Logan's proposed decision at the meeting.

Ellie

Ellie Brogan Maciag  
Deputy Director  
Maine Commission on Indigent Legal Services  
154 State House Station  
Augusta, ME 04333  
T.207-287-3258  
F.207-287-3293



MAINE COMMISSION ON  
INDIGENT LEGAL SERVICES

John D. Pelletier, Esquire  
Executive Director

---

October 21, 2016

Seth T. Carey, Esq.  
Carey Law  
PO Box 100  
Rumford, ME 04276

Dear Attorney Carey,

At the October 11<sup>th</sup> Commission meeting, the Commissioners reviewed Presiding Officer Logan's draft recommended decision. After some discussion, the Commissioners requested a copy of the full record on appeal in order to facilitate further discussion at the next Commission meeting, scheduled for November 7, 2016 at 9:30 am. Enclosed is a copy of what was sent to each Commissioner.

Sincerely,

A handwritten signature in cursive script that reads "Ellie Maciag".

Ellie Maciag  
Deputy Executive Director

enclosure



## MAINE COMMISSION ON INDIGENT LEGAL SERVICES

John D. Pelletier, Esquire  
Executive Director

---

October 20, 2016

Commissioners,

As requested at the October 11 commission meeting, please find enclosed a copy of the full record on appeal in the matter of In re Seth T. Carey, Esq.

Ellie

**(4.)**  
**RFP's Update**

---

---

**MAINE COMMISSION ON INDIGENT LEGAL SERVICES**

---

---

**TO:** MCILS COMMISSIONERS  
**FROM:** JOHN D. PELLETIER, EXECUTIVE DIRECTOR  
**CC:** ELLIE MACIAG, DEPUTY EXECUTIVE DIRECTOR  
**SUBJECT:** RFP UPDATE – APPEALS AND IMMIGRATION  
**DATE:** November 2, 2016

---

**IMMIGRATION:**

Only one bid was received from attorney Barbara Taylor, who currently works for ILAP. The scoring committee was impressed with the bid, and an award letter has been issued. The staff is in the process of drafting a final contract to be executed. The goal is to have services pursuant to the contract in place by December 1, 2016.

**APPEALS:**

Questions from potential bidders were due on October 20, 2016. Questions were received from some potential bidders and answers have been sent to all parties who requested bid. The bids are due November 17, 2016. At this meeting, the Commission should determine the number and make-up of the scoring team for that RFP.

**JUSTICEWORKS AND SOMERSET COUNTY:**

Draft RFP's for indigent representation in Somerset County and for an electronic voucher system are attached for your review and discussion.

STATE OF MAINE  
Maine Commission on Indigent Legal Services



RFP# (Inserted by Purchases when assigned/approved)

Somerset County Indigent Legal Services

<b>RFP Coordinator</b>	<i>All communication regarding this RFP <u>must</u> be made through the RFP Coordinator identified below.</i> <b>Name:</b> John Pelletier <b>Title:</b> Executive Director <b>Contact Information:</b> john.pelletier@maine.gov
<b>Bidders Conference</b>	<b>Date:</b> (Insert Date) <b>Time:</b> (Insert Time), local time <b>Location:</b> (Insert Location)
<b>Submitted Questions Due</b>	<i>All questions <u>must</u> be submitted to the RFP Coordinator identified above by:</i> <b>Date:</b> (Insert Date), no later than 5:00 p.m., local time
<b>Proposal Submission</b>	<b>Submission Deadline:</b> (Insert Date), no later than 2:00 p.m., local time <b>Submission Address:</b> Division of Purchases, Burton M. Cross Building, 111 Sewall Street - 4 <sup>th</sup> Floor, Augusta, ME 04330

## **TABLE OF CONTENTS**

**Page**

### **PUBLIC NOTICE**

### **RFP DEFINITIONS/ACRONYMS**

#### **PART I INTRODUCTION**

- A. PURPOSE AND BACKGROUND
- B. GENERAL PROVISIONS
- C. ELIGIBILITY TO SUBMIT BIDS
- D. CONTRACT TERMS
- E. NUMBER OF AWARDS

#### **PART II SCOPE OF SERVICES TO BE PROVIDED**

#### **PART III KEY RFP EVENTS**

- A. ~~BIDDERS CONFERENCE~~
- B. QUESTIONS
- C. SUBMITTING THE PROPOSAL

#### **PART IV PROPOSAL SUBMISSION REQUIREMENTS**

- A. PROPOSAL FORMAT
- B. PROPOSAL CONTENTS
- C. ~~APPEAL DEPOSIT~~

#### **PART V PROPOSAL EVALUATION AND SELECTION**

- A. EVALUATION PROCESS – GENERAL INFORMATION
- B. SCORING WEIGHTS AND PROCESS
- C. SELECTION AND AWARD
- D. APPEAL OF CONTRACT AWARDS

#### **PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

- A. CONTRACT DOCUMENT
- B. STANDARD STATE AGREEMENT PROVISIONS

#### **PART VII RFP APPENDICES AND RELATED DOCUMENTS**

**APPENDIX A – PROPOSAL COVER PAGE**

**APPENDIX B – DEBARMENT, PERFORMANCE AND NON-COLLUSION CERTIFICATION**

**~~APPENDIX C – QUALIFICATIONS AND EXPERIENCE FORM~~**

**APPENDIX D – COST PROPOSAL FORM**

**~~APPENDIX E – APPEAL DEPOSIT-REFUND FORM~~**

**PUBLIC NOTICE**

\*\*\*\*\*

**State of Maine**

**Maine Commission on Indigent Legal Services**

**RFP# (Inserted by Purchases when assigned/approved)**

**Somerset County Indigent Legal Services**

The State of Maine is seeking proposals for legal services to indigent parties in criminal cases and juvenile cases in Somerset County ~~(Insert a brief description of the goods/services to be provided).~~

A copy of the RFP can be obtained by contacting the RFP Coordinator: John Pelletier, Executive Director ~~(Insert RFP Coordinator name and title)~~. The RFP Coordinator can be reached at the following email address: john.pelletier@maine.gov ~~(Insert RFP Coordinator email address)~~.

~~A Bidders Conference will be held on (insert date) at (insert time) at the following location: (insert address)~~

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street - 4<sup>th</sup> Floor, Augusta, ME 04330. Proposals must be submitted by 2:00 pm, local time, on (Insert date), when they will be opened. Proposals not received at the Division of Purchases' aforementioned address by the aforementioned deadline will not be considered for contract award.

\*\*\*\*\*



## ~~RFP DEFINITIONS/ACRONYMS~~

~~The following terms and acronyms shall have the meaning indicated below as referenced in this RFP:~~

- ~~1. RFP: Request for Proposals~~
- ~~2. State: State of Maine~~
- ~~3. Department: Department of (Insert Department name)~~
- ~~4.~~

**State of Maine - Maine Commission on Indigent Legal Services**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**Somerset County Indigent Legal Services**

**PART I INTRODUCTION**

**A. Purpose and Background**

The Maine Commission on Indigent Legal Services(~~Insert Department name here~~) ("Department") is seeking proposals to provide legal services to indigent parties in criminal cases and juvenile cases in Somerset County (~~Insert brief name of services~~) as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the State of Maine ("State") and the awarded Bidder(s).

~~(Insert a brief summary which describes the need for the service(s). You should also describe how the service ties into the Department/Office's mission and goals. Also include some background information as to how and why this service came about—for example, if it was mandated by statute—the history of the service being provided in the State, etc. Think in terms of what introductory information would be beneficial for potential Bidders to provide their best, most well-informed response to your Department. Also remember that this is just an introduction—the full Scope of Services is provided in Part II of the RFP.)~~

**B. General Provisions**

1. From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.
2. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
3. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements" section of this RFP.
4. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder's experience and capabilities.
5. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
6. The RFP and the selected Bidder's proposal, including all appendices or attachments, shall be the basis for the final contract, as determined by the Department.
7. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).

<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>

8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
9. The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
10. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

#### C. Eligibility to Submit Bids

Individual attorneys, group of attorneys, law firm, or groups of law firms All interested parties are invited to submit bids in response to this Request for Proposals. All attorneys providing services under the contract must be: (1) licensed to practice law and be in good standing in Maine; (2) meet all requirements set forth in current and future Department rules and standards; and (3) be rostered by the Department in Somerset County Superior Court and District Court for all case types in which they will provide services under the contract.

Each bid must include at least two unassociated lawyers or law firms, in order that conflict cases may be served within the contract.

#### D. Contract Term

The Department is seeking a cost-efficient proposal(s) to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for ~~(Insert number of renewals; the State's standard is two renewals, the first renewal for two years and the second renewal for one year—and consider the final year to be an opportunity to complete a new RFP, as needed)~~ two (2) one (1) year renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	<u>7/1/2017</u>	<u>6/30/2019</u>
Renewal Period #1	<u>7/1/2019</u>	<u>6/30/2020</u>
Renewal Period #2	<u>7/1/2020</u>	<u>6/30/2021</u>

#### E. Number of Awards

The Department anticipates making one award as a result of this RFP process.

## PART II SCOPE OF SERVICES TO BE PROVIDED

1. The Bidder shall provide legal services for indigent parties in the following categories of cases arising or initiated during the contract period in Somerset County:
  - A. All criminal proceedings in either the District Court or Superior Court;
  - B. Juvenile proceedings in the District Court;
  - C. Extradition proceedings, pursuant to 15 M.R.S.A. §210;
  - D. Murder cases;
  - E. Lawyer of the Day services in criminal proceedings;
  - F. Lawyer of the Day services in juvenile proceedings; and
  - G. Any cases on appeal to the Supreme Judicial Court that were tried in the lower courts by the Bidder.
2. Bidders shall address procedures for alternative representation of defendants and juveniles in all conflict of interest situations. Each bid shall provide a proposed solution to all conflict of interest problems.
3. Bidders shall agree to meet the following standards of performance:
  - A. For client-defendants and client-juveniles who are in custody, a contract attorney will interview the defendant or juvenile within 24 hours of the appointment or by the next working day if the appointment is made the day before a weekend or holiday.
  - B. For client-defendants and client-juveniles who are not in custody, a contract attorney will interview the defendant or juvenile within a reasonable period after the time of appointment. An initial contact should be made, if possible, prior to release of the defendant or juvenile from custody.

~~(Insert a summary of the specific tasks and objectives. State the desired outcomes very clearly, and if there are certain expectations and/or performance measures that must be met by the Bidders, define them in this section. As much as possible, however, leave this section open for Bidders to demonstrate how they can/will deliver the services and meet your expectations. This will allow Bidders a better opportunity to demonstrate their understanding of the requested services as well as give reviewers more substantive material with which to score the proposals received. This section should also include a brief description of the location where the work will be performed. If the work can be performed at the Bidder's own facility, say so. If the work must be performed at a State facility, say so and give the address of the facility.)~~

## PART III KEY RFP EVENTS

### ~~A. Bidders Conference~~

~~The Department will sponsor a Bidders' Conference concerning this RFP beginning at the date, time and location shown on the RFP cover page. The purpose of the Bidders' Conference is to answer and/or field questions, clarify for potential Bidders any aspect of the RFP requirements that may be necessary and provide supplemental information to assist potential Bidders in submitting responses to the RFP. Although attendance at the Bidders' Conference is not mandatory, it is strongly encouraged that interested Bidders attend.~~

### ~~B.A. Questions~~

#### 1. General Instructions

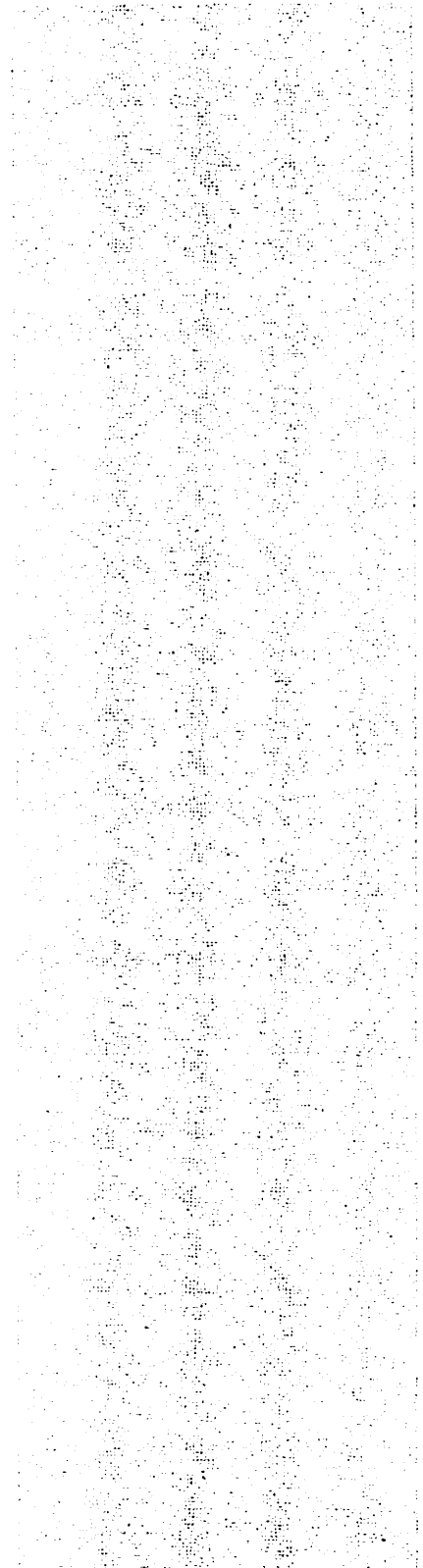
- a. It is the responsibility of each Bidder to examine the entire RFP and to seek clarification, in writing, if the Bidder does not understand any information or instructions.
- b. Submitted Questions must be submitted by e-mail and received by the RFP Coordinator, identified on the cover page of this RFP, as soon as possible but no later than the dates and times specified on the RFP cover page.
- c. Submitted Questions should include the RFP Number and Title in the subject line. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
- d. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

2. **Summary of Questions and Answers:** Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. The Department reserves the right to answer or not answer any question received.

### ~~C.B. Submitting the Proposal~~

1. **Proposals Due:** Proposals must be received no later than 2:00 p.m. local time, on the date listed on the cover page of this RFP, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.
2. **Mailing/Delivery Instructions:** The official delivery site is the State of Maine, Division of Purchases (Please refer to the RFP cover page for submission address).
  - a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
  - b. The Bidder must send its proposal submission in a sealed package and must include **an original, signed copy and one electronic copy** of their complete proposal. The electronic copy of the proposal must be provided on USB flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
  - c. Bidders' submission packages are to be clearly labeled and contain the following information:
    - Proposal submission address provided on the RFP cover page

- The Bidder's full business name and address
- The RFP Number and Title



## PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section, or to respond to all questions and instructions throughout this document, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team for this RFP, has sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. The Department seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

### A. Proposal Format

1. All pages of a Bidder's proposal should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
2. Bidders are asked to be brief and concise in responding to the RFP questions and instructions.
3. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated.
4. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
5. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
6. Bidders should complete and submit the "Proposal Cover Page" provided in **Appendix A** of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
7. Bidders should complete and submit the "Debarment, Performance and Non-Collusion Certification Form" provided in **Appendix B** of this RFP. Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

### B. Proposal Contents

#### Section I Organization Qualifications and Experience

##### 1. Overview of the Organization

The Bidders are to present a narrative setting forth information on each individual attorney demonstrating competence and experience as criminal defense and juvenile counsel. The narrative should describe particularly the qualifications of each attorney, indicating past experience in criminal defense and juvenile representation. Bidders are also to include the following information:

- a. A statement confirming that each attorney offering services under the contract will be rostered by MCILS for all case types in which they will provide services under the contract;
- b. A list of the names and the respective Maine bar number of each attorney offering services under the contract.
- c. The location of the corporate headquarters and a description of the current or proposed location where services will be provided or from which the contract will be managed.

Bidders are to complete Appendix C (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in this RFP. Bidders are also to include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder's stated qualifications and skills.

## 2. Required Attachments Related to Qualifications

- a. Attach documentation of any applicable licensure requirements or any specific credentials required to provide the requested services. Documentation of applicant(s) good standing with the Maine Board of Overseers of the Bar.
- b. Statement about whether any applicant attorney has had prior criminal charges filed against the attorney in any jurisdiction within the last ten (10) years.
- c. Statement about whether any applicant attorney has prior bar complaints that were set for a grievance panel hearing or hearing before a single justice of the Supreme Judicial Court within the last five (5) years.
- d. A list of three (3) references with contact information (name, telephone number, and email address) but letters of recommendations should not be included.
- eb. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability insurance coverage of \$100,000 per claim/\$500,000 per occurrence for each lawyer and any other relevant liability insurance policies that might be associated with this contract.

## Section II Proposed Services

### 1. Services to be Provided

The Bidder should describe the Bidder's plan for providing prompt legal services for indigent adult and juvenile clients in Somerset County as described in Part II of this RFP.

Discuss the Scope of Services referenced above in Part II of this RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

### ~~1. Implementation—Work Plan~~

~~Provide a realistic work plan for the implementation of the program through the first contract~~



~~period. Display the work plan in a timeline chart. Concisely describe each program development and implementation task, the month it will be carried out and the person or position responsible for each task. If applicable, make note of all tasks to be delegated to subcontractors.~~

### Section III Cost Proposal

#### 1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the initial contract, including all renewal periods. ~~Please use the expected "Initial Period of Performance" dates stated in PART I, D.~~
- b. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- c. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

#### 2. Cost Proposal Form Instructions

The Bidder should fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

- a. Bidders must propose an annual fixed contract that shall remain in effect should the Department opt for any of the renewal periods referenced in Part I, section D.
- b. The proposed contract cost must be supported by analysis of the following statistic for cases closed and Lawyer of the Day appearance in Somerset County between ADD DATE RANGE:

1. Adult Criminal –
2. Lawyer of the Day Adult Criminal –
3. Juvenile –
4. Lawyer of the Day Juvenile –
5. Appeals -

Comment [EM1]: JDP will get updated numbers for FY'16

#### A. Appeal Deposit

~~Each Bidder of this RFP must provide a deposit in the amount of \$5,000.00 to offset expenses incurred by the State of Maine during the appeal process. This deposit must be payable to the "Treasurer of the State of Maine" in the form of a certified, cashier's or teller's check.~~

~~In the event the award process for this RFP involves a hearing of appeal, expenses will be assessed if the appeal request is found to be without merit, or the hearing of appeal results in a validation of the Department's award. Otherwise, deposits are refundable to all Bidders.~~

~~Bidders are to complete Appendix E (Appeal Deposit Refund Form) and submit that form with the appeal deposit check in a sealed envelope clearly marked "Appeal Deposit" with their proposal.~~

~~For the purposes of this Section, failure of the State of Maine to award a contract as a result of this RFP~~

does not constitute grounds for assessing expenses.

*Proposals received that do not include an Appeal Deposit will be rejected without exception and ineligible for award consideration.*

## PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

### A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous financial and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their rates and other requested information as clearly and completely as possible.

### B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

#### Section I. Organization Qualifications and Experience (45 points)

Includes all elements addressed above in Part IV, B, Section I.

#### Section II. Proposed Services (35 points)

Includes all elements addressed above in Part IV, B, Section II.

#### Section III. Cost Proposal (25 points)

Includes all elements addressed above in Part IV, B, Section III.

2. **Scoring Process:** The review team will use a consensus approach to evaluate and score Sections I & II above. Members of the review team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section III, the Cost Proposal section, will be scored as described below. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points based upon the proposals' satisfaction of the criteria established in the RFP.
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$(\text{Lowest submitted cost proposal} / \text{Cost of proposal being scored}) \times (25) = \text{pro-rated score}$$

**No Best and Final Offers:** The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

4. **Negotiations:** The Department reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's Request for Proposals to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

#### C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
2. Notification of contractor selection or non-selection will be made in writing by the Department.
3. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The Department reserves the right to reject any and all proposals or to make multiple awards.

#### D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

~~If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list. The appeal procedures will not be available during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants if cost is the sole determining factor.~~

## **PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54). A list of applicable Riders is as follows:

Rider A: Specification of Work to be Performed  
Rider B: Method of Payment and Other Provisions  
Rider C: Exceptions to Rider B  
Rider D: (Optional; for use by Department)  
Rider E: (Optional; for use by Department)  
Rider G: Identification of Country in Which Contracted Work Will Be Performed

The complete set of standard BP54 contract documents may be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms/BP54.doc>

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms.html>

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, § 3(B)(i): <http://www.maine.gov/purchases/policies/110.shtml>)

This provision means that a contract cannot be effective until at least 14 days after award notification.

3. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in this RFP may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder(s) shall act as an independent contractor and not as an agent of the State of Maine.

### **B. Standard State Agreement Provisions**

#### **1. Agreement Administration**

- a. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the successful Bidder in the finalization of the contract.
- b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder,

and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

**2. Payments and Other Provisions**

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

## **PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

1. Appendix A – Proposal Cover Page
2. Appendix B – Debarment, Performance and Non-Collusion Certification
- | ~~3. Appendix C – Qualifications and Experience Form~~
- | ~~4.3. Appendix D – Cost Proposal Form~~
- | ~~5. Appendix E – Appeal Deposit Refund Form~~

APPENDIX A

**State of Maine**  
**Maine Commission on Indigent Legal Services**  
**PROPOSAL COVER PAGE**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**Somerset County Indigent Legal Services**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Proposed Fixed Annual Cost:	\$
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name (Print):	Title:
Authorized Signature:	Date:



APPENDIX B

**State of Maine**  
**Maine Commission on Indigent Legal Services**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**Somerset County Indigent Legal Services**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

**Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX C

State of Maine  
Department of (Insert Department name)  
**QUALIFICATIONS & EXPERIENCE FORM**  
RFP# (Inserted by Purchases when assigned/approved)  
(Insert RFP Title)

Bidder's Organization Name:

Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors. You may expand this form and use additional pages to provide this information.

APPENDIX C (continued)

Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.

*If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.*

Project One	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Two	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

APPENDIX C (continued)

Project Three	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

State of Maine  
Maine Commission on Indigent Legal Services  
COST PROPOSAL FORM  
RFP# (Inserted by Purchases when assigned/approved)  
Somerset County Indigent Legal Services

Bidder's Organization Name:

Proposed Fixed Annual Cost \$

This fixed annual cost shall remain in effect should the Department opt for any of the renewal periods referenced in Part 1, section D.

The proposed contract cost must be supported by analysis of the following statistic for cases closed and Lawyer of the Day appearance in Somerset County between ADD DATE RANGE:

1. Adult Criminal -
2. Lawyer of the Day Adult Criminal -
3. Juvenile -
4. Lawyer of the Day Juvenile -
5. Appeals -

Comment [EM2]: JDP will get updated numbers for FY'16

(Insert your Department's desired Cost Proposal Form here.)

**APPENDIX E**

**State of Maine**  
**Department of (Insert Department name)**  
**APPEAL DEPOSIT REFUND FORM**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**(Insert RFP Title)**

**Instructions**

Each Bidder is to provide an address below they wish to have the appeal deposit refund sent to. If this address is the same as either address provided on the Proposal Cover Page (Appendix A), Bidders are still required to complete this form and include it, along with the appeal deposit check, in a sealed envelope with their proposal.

The sealed envelope containing the appeal deposit should be inserted into the original proposal of the Bidder's submission package.

Bidder's Organization Name:		
Attention to:		
Mailing Address (Street or P.O. Box):		
City:	State:	Zip Code:

**STATE OF MAINE**  
**Maine Commission on Indigent Legal Services**



**RFP# (Inserted by Purchases when assigned/approved)**

**Electronic Voucher Management System**

<b>RFP Coordinator</b>	<i>All communication regarding this RFP <u>must</u> be made through the RFP Coordinator identified below.</i> <b><u>Name:</u></b> John Pelletier <b><u>Title:</u></b> Executive Director <b><u>Contact Information:</u></b> john.pelletier@maine.gov
<b>Bidders Conference</b>	<b><u>Date:</u></b> (Insert Date) <b><u>Time:</u></b> (Insert Time), local time <b><u>Location:</u></b> (Insert Location)
<b>Submitted Questions Due</b>	<i>All questions <u>must</u> be submitted to the RFP Coordinator identified above by:</i> <b><u>Date:</u></b> (Insert Date), no later than 5:00 p.m., local time
<b>Proposal Submission</b>	<b><u>Submission Deadline:</u></b> (Insert Date), no later than 2:00 p.m., local time <b><u>Submission Address:</u></b> Division of Purchases, Burton M. Cross Building, 111 Sewall Street - 4 <sup>th</sup> Floor, Augusta, ME 04330

# TABLE OF CONTENTS

Page

## PUBLIC NOTICE

## RFP DEFINITIONS/ACRONYMS

### PART I INTRODUCTION

- A. PURPOSE AND BACKGROUND
- B. GENERAL PROVISIONS
- C. ELIGIBILITY TO SUBMIT BIDS
- D. CONTRACT TERMS
- E. NUMBER OF AWARDS

### PART II SCOPE OF SERVICES TO BE PROVIDED

### PART III KEY RFP EVENTS

- A. ~~BIDDERS CONFERENCE~~
- B. QUESTIONS
- C. SUBMITTING THE PROPOSAL

### PART IV PROPOSAL SUBMISSION REQUIREMENTS

- A. PROPOSAL FORMAT
- B. PROPOSAL CONTENTS
- C. ~~APPEAL DEPOSIT~~

### PART V PROPOSAL EVALUATION AND SELECTION

- A. EVALUATION PROCESS – GENERAL INFORMATION
- B. SCORING WEIGHTS AND PROCESS
- C. SELECTION AND AWARD
- D. APPEAL OF CONTRACT AWARDS

### PART VI CONTRACT ADMINISTRATION AND CONDITIONS

- A. CONTRACT DOCUMENT
- B. STANDARD STATE AGREEMENT PROVISIONS

### PART VII RFP APPENDICES AND RELATED DOCUMENTS

APPENDIX A – PROPOSAL COVER PAGE

APPENDIX B – DEBARMENT, PERFORMANCE AND NON-COLLUSION CERTIFICATION

APPENDIX C – QUALIFICATIONS AND EXPERIENCE FORM

APPENDIX D – COST PROPOSAL FORM

~~APPENDIX E – APPEAL DEPOSIT REFUND FORM~~



## PUBLIC NOTICE

\*\*\*\*\*

**State of Maine**  
**Maine Commission on Indigent Legal Services**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**Electronic Voucher Management System**

The State of Maine is seeking proposals for an electronic voucher management system. ~~(Insert a brief description of the goods/services to be provided).~~

A copy of the RFP can be obtained by contacting the RFP Coordinator: John Pelletier, Executive Director.  
The RFP Coordinator can be reached at the following email address: john.pelletier@maine.gov

~~A Bidders Conference will be held on (insert date) at (insert time) at the following location: (insert address)~~

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street - 4<sup>th</sup> Floor, Augusta, ME 04330. Proposals must be submitted by 2:00 pm, local time, on (Insert date), when they will be opened. Proposals not received at the Division of Purchases' aforementioned address by the aforementioned deadline will not be considered for contract award.

\*\*\*\*\*

## **RFP DEFINITIONS/ACRONYMS**

The following terms and acronyms shall have the meaning indicated below as referenced in this RFP:

- 1. ~~RFP:~~** Request for Proposals
- 2. ~~State:~~** State of Maine
- 3. ~~Department:~~** Department of (Insert Department name)
- 4.**

**State of Maine - Maine Commission on Indigent Legal Services**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**Electronic Voucher Management System**

**PART I INTRODUCTION**

**A. Purpose and Background**

The Maine Commission on Indigent Legal Services(Insert Department name here) (“Department”) is seeking proposals to provide an electronic voucher management system that will provide the Department with the ability to effectively and efficiently oversee the time expended by assigned counsel and to compensate assigned counsel for the time expended (Insert brief name of services) as defined in this Request for Proposals (RFP) document. The system must allow assigned counsel to enter their time into a Department-controlled billing system, must allow the Department to generate a payment order file transfer to the State of Maine AdvantageME accounting system for payment to assigned counsel, and must allow for the easy creation of reports from data existing within the voucher management system. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the State of Maine (“State”) and the awarded Bidder(s).

~~(Insert a brief summary which describes the need for the service(s). You should also describe how the service ties into the Department/Office’s mission and goals. Also include some background information as to how and why this service came about—for example, if it was mandated by statute—the history of the service being provided in the State, etc. Think in terms of what introductory information would be beneficial for potential Bidders to provide their best, most well-informed response to your Department. Also remember that this is just an introduction—the full Scope of Services is provided in Part II of the RFP.)~~

**B. General Provisions**

1. From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
2. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
3. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of this RFP.
4. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
5. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.

6. The RFP and the selected Bidder's proposal, including all appendices or attachments, shall be the basis for the final contract, as determined by the Department.
7. Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
9. The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
10. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### C. Eligibility to Submit Bids

All interested parties are invited to submit bids in response to this Request for Proposals.

### D. Contract Term

The Department is seeking a cost-efficient proposal(s) to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for ~~(Insert number of renewals; the State's standard is two renewals, the first renewal for two years and the second renewal for one year—and consider the final year to be an opportunity to complete a new RFP, as needed)~~ two (2) one (1) year renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	<u>July 1, 2017</u>	<u>June 30, 2020</u>
Renewal Period #1	<u>July 1, 2020</u>	<u>June 30, 2021</u>
Renewal Period #2	<u>July 1, 2021</u>	<u>June 30, 2022</u>

### E. Number of Awards

The Department anticipates making one ~~(Insert "one" or "multiple")~~ award(s) as a result of this RFP process.

## PART II SCOPE OF SERVICES TO BE PROVIDED

The Department seeks an electronic voucher management system that will provide it with the ability to effectively and efficiently oversee the time expended by attorneys assigned to handle those cases. The system must allow assigned counsel to enter their time into a Department-controlled billing system and must allow Department to generate a payment order file transfer to the State of Maine AdvantageME accounting system for payment to assigned counsel. The system must have a comprehensive reporting capability to allow for the easy creation of reports of data existing within the computer system. The system must provide the Department with an assigned counsel voucher review and payment authorization system and the ability to accurately collect, record and report detailed expenditure and case load data.

Bidders are encouraged to propose best practice system design, documenting the basis for their proposals and including examples of existing systems using that design. The system must be user friendly and must accommodate a wide variety of hardware platforms and a wide variety of users with varying technical competence in computer software applications. Hosting of the system is expected to be via Application Service Provider (ASP), which must provide for appropriate security and backup capabilities. Bidders must describe the Information Technology architecture so that the Department will understand such characteristics as the data model, database, data security, location of data storage, and location of application hosting. descriptions must show how the proposed solution conforms to State standards as found on the Office of Information Technology web site at: <http://maine.gov/oit/policies/index.shtml>

~~(Insert a summary of the specific tasks and objectives. State the desired outcomes very clearly, and if there are certain expectations and/or performance measures that must be met by the Bidders, define them in this section. As much as possible, however, leave this section open for Bidders to demonstrate how they can/will deliver the services and meet your expectations. This will allow Bidders a better opportunity to demonstrate their understanding of the requested services as well as give reviewers more substantive material with which to score the proposals received. This section should also include a brief description of the location where the work will be performed. If the work can be performed at the Bidder's own facility, say so. If the work must be performed at a State facility, say so and give the address of the facility.)~~

## PART III KEY RFP EVENTS

### ~~A. Bidders Conference~~

~~The Department will sponsor a Bidders' Conference concerning this RFP beginning at the date, time and location shown on the RFP cover page. The purpose of the Bidders' Conference is to answer and/or field questions, clarify for potential Bidders any aspect of the RFP requirements that may be necessary and provide supplemental information to assist potential Bidders in submitting responses to the RFP. Although attendance at the Bidders' Conference is not mandatory, it is strongly encouraged that interested Bidders attend.~~

### ~~B.A. Questions~~

#### 1. General Instructions

- a. It is the responsibility of each Bidder to examine the entire RFP and to seek clarification, in writing, if the Bidder does not understand any information or instructions.
- b. Submitted Questions must be submitted by e-mail and received by the RFP Coordinator, identified on the cover page of this RFP, as soon as possible but no later than the dates and times specified on the RFP cover page.
- c. Submitted Questions should include the RFP Number and Title in the subject line. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
- d. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

2. **Summary of Questions and Answers:** Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. The Department reserves the right to answer or not answer any question received.

### ~~C.B. Submitting the Proposal~~

1. **Proposals Due:** Proposals must be received no later than 2:00 p.m. local time, on the date listed on the cover page of this RFP, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.
2. **Mailing/Delivery Instructions:** The official delivery site is the State of Maine, Division of Purchases (Please refer to the RFP cover page for submission address).
  - a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
  - b. The Bidder must send its proposal submission in a sealed package and must include **an original, signed copy and one electronic copy** of their complete proposal. The electronic copy of the proposal must be provided on USB flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
  - c. Bidders' submission packages are to be clearly labeled and contain the following information:
    - Proposal submission address provided on the RFP cover page

- The Bidder's full business name and address
- The RFP Number and Title

## PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section, or to respond to all questions and instructions throughout this document, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team for this RFP, has sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. The Department seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

### A. Proposal Format

1. All pages of a Bidder's proposal should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
2. Bidders are asked to be brief and concise in responding to the RFP questions and instructions.
3. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated.
4. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
5. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
6. Bidders should complete and submit the "Proposal Cover Page" provided in **Appendix A** of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
7. Bidders should complete and submit the "Debarment, Performance and Non-Collusion Certification Form" provided in **Appendix B** of this RFP. Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.

### B. Proposal Contents

#### Section I Organization Qualifications and Experience

##### 1. Overview of the Organization

Bidders are to complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in this RFP. Bidders are also to include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder's stated qualifications and skills.



## 2. Required Attachments Related to Qualifications

- a. ~~Attach documentation of any applicable licensure requirements or any specific credentials required to provide the requested services.~~
- b. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

## Section II Proposed Services

### 1. Services to be Provided

Discuss the Scope of Services referenced above in Part II of this RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

The voucher management system must meet the following minimum requirements:

#### A. System Requirements

The Bidder must possess a strong understanding of MCILS's systems and specifically the current functions of MCILS in Maine. The proposed voucher management system must do the following:

- **Tracking and Case Progress.** Assign sequential case numbers upon opening a case report and provide a complete record of information gathered. Allow segregation of cases by court, charge, lawyer and client. Provide for the on-line ability to track case progress from the time a case is generated through the time that it is closed. Provide the ability to reopen cases at a later date.
- **Organization of Information.** Provide a logical structure to record information collected during different phases of the case. Information entry should proceed logically with association of different screens as necessary for each type of case.
- **Administrative Review.** Provide the ability for administrative case and lawyer review and oversight, from within the application, for each case. This feedback mechanism must produce an audit trail to show when and if a report has been updated by a user. Requires ability to log any outside reports or testing requested and the date they are received.
- **Time and Billing Entry.** Allow assigned counsel to enter their time into an MCILS-controlled billing system and must allow MCILS to generate a payment order within billing system to the Office of the State Controller for payment to assigned counsel.
- **Ownership of Information.** Recognize and maintain MCILS's control and ownership of the information on the system.

#### B. Software

The proposed voucher management system's software must:

- Interface and be compatible with the State of Maine accounting system so as to permit payment of invoices to assigned counsel. At the present time, State of Maine agencies using AdvantageME software from CGI-AMS, Inc.
- Be web-based.
- Support commonly used Internet browsers without requiring browser upgrades or plug-ins.

- Have a Windows-like, graphical user interface.
- Be easily useful to users with a wide variety of abilities.
- Have ability to easily reactivate data archived from previous years, with no limit on the number of years of data that can be archived.
- Re-use maximum information.
- Allow entry and access to information on-line. Information entered should be accessible immediately after entry (e.g., real time).
- View reports on-line or route to a user-defined local printer for hard copy.
- Supply various forms of user help including:
  - Online
  - Context sensitive
  - Current field prompts
- Be compatible with currently used desktop and mobile operating systems, including Windows and Apple/MAC.
- Meet the performance requirements as defined in this RFP.
- Possess online system administration functions for capabilities such as security administration and reference table maintenance.

### **C. The Proposed Voucher Management System's Security**

The proposed software must provide multiple types of security including, but not limited to, the following features:

- Unique user ID for each user.
- Passwords that expire on a system administrator-defined schedule and that can be changed at any time by an authorized individual.
- Restrict access to the application and/or function within the tool by user ID.
- Access control to all data and to the applications software and employ password protection to restrict access to varying hierarchical levels of data and function.
- Protect from unauthorized access to both the database(s) and system modules.
- Security must be defined on a user-by-user basis, consistent with their organization's operational authority or their specific job responsibilities, such as:
  - Read only, printing of selected reports
  - Read only, printing of all reports
  - Input, printing of only specific reports
  - Input, printing of all reports
  - Read only of all agency designee's data and printing of all reports for any agency designee
  - System administration, all inputs, all printing
- Have ability to override user-defined security levels in order to permit global access of

specific information as determined by a central administrator and include safeguarding from unauthorized modifications to the software tools.

- Provide an audit trail of system activity that will allow administrators to track data transactions relating to the addition and modification of records.
- Transmit data via a secured method to ensure all data remains confidential. (The bidder must specify in the proposal the encryption method used).

#### **D. Reporting**

Bidders must provide the capability to produce reports through their proposed Voucher Management System. All reports must have sort capability at multiple levels on any data element on the report. Reports must include but are not limited to:

- Standard Reports. Provide the ability to produce final reports that integrate pre-established information.
- Ad Hoc Reports. Provide the capability to support ad hoc queries to be performed on any specific field or combination of fields.

#### **E. Backup and Recovery Requirements**

The proposal must include procedures to ensure that, in the event of a major problem at an installation, test or production site, a mechanism exists to reconstruct the software tools and the effected data. The proposed procedure must clearly define all related responsibilities and their proposed assignment to vendor or state staff.

#### **F. Product/Solution Installation**

Bidders must provide a detailed plan to perform initial installation of the product/solution, and assurance that the product/solution is functioning in accordance with specifications. This plan must include the number of personnel assigned, qualifications of assigned personnel, involvement required from State of Maine personnel, and details of assurance tests to verify the installation.

Bidders must include details of on-site assistance provided to State of Maine personnel during initial configuration of the proposed product/solution. This must include the number of personnel assigned, qualifications of assigned personnel, and extent of assistance provided.

#### **G. Product/Solution Warranty Requirements**

Bidders must include a one-year warranty against defect of the product/solution. The warranty period begins on the date of final acceptance of the delivered system and fulfillment of all contract responsibilities by the vendor. This warranty must include any product/solution patches, bug fixes, product/solution upgrades, and major software releases issued during the first year after acceptance.

#### **H. Administrative Requirements**

The Bidder will be required to assign a project manager to the project. The Bidder will be required to manage the project resources to ensure the requirements of this RFP are satisfied. Bidders must propose an effective and sufficiently formalized approach to project management that allows for the anticipation of problems, potential delays and the formulation and execution of appropriate corrective action. This approach shall address:

- Scheduling
- Status tracking and reporting
- Change management
- Issue tracking and resolution

## 2. **Implementation - Work Plan**

~~Provide a realistic work plan for the implementation of the program through the first contract period. Display the work plan in a timeline chart. Concisely describe each program development and implementation task, the month it will be carried out and the person or position responsible for each task. If applicable, make note of all tasks to be delegated to subcontractors.~~

The Bidder must submit a Work Plan that describes:

- How the product/solution or service will be provided.
- When the product/solution or service will be provided.
- How the quality of work performed will be assured.
- How the bidder will approach problem identification, tracking and resolution.
- How corrective action will be taken in situations where performance and/or quality of work does not meet the RFP requirements.
- How the bidder will interface with State staff.
- How status and progress will be reported.
- If subcontracting is allowed under the terms of this RFP, how the bidder will manage subcontractors and reporting relationships.
- All payment milestones and deliverables.
- Significant milestones/events.
- Deliverable submission dates.
- State Deliverable Review Periods (see Submission of Deliverables below for this RFP).
- A schedule detailing all tasks and subtasks and approximate times required by the proposed product/solution installation, including:
  - Initial product/solution installation
  - Initial product/solution configuration for customer requirements
  - Customer training in product/solution use
- All tasks and subtasks with the estimated amounts of State and Contract staff days shown separately by task, by role.
- The following two (2) tasks at the start of each major project task:
  - Review and finalize task plan and associated resource assignments
  - Define the outline/detailed contents of the task deliverables
- A Gantt chart showing the planned start and end dates for all tasks and subtasks, indicating the interrelationship of subtasks, and identifying the critical path(s).

- A mechanism for updating the work plan in conjunction with the weekly reporting requirement throughout the project.
- Notwithstanding the periodic updating of the plan described above, the project work plan must be updated at least seven (7) days prior to the start of each major task (except the Department initiated tasks).
- The plan and all future updates must provide for substantial deliverables at least every fourteen (14) days. A deliverable is substantial if it provides comprehensive information about progress to date of the subject task. Such deliverables may include, but are not limited to reports, documents, walkthroughs, prototypes, test results, presentations and demonstrations.
- The plan and all future updates must allow adequate time (at least five (5) workdays) for review and comment on deliverables, and revision or correction of deliverables by the vendor.

Upon execution of the contract, the contractor must prepare and submit for approval an updated Work Plan that details the contract deliverables to the Project Manager within twenty (20) business days of contract signing. The Updated Work Plan must reflect the contractor's understanding of the Department's requirements as derived from the contractor's work during the first twenty (20) days of the project. The Work Plan must be submitted for the Department's approval. The Updated Work Plan will be incorporated into the contract between the State and contractor and will be made a part thereof. All deliverables approved by the Department will be considered part of the contract. In the event any disagreement arises as to any term or provision to be included in the Updated Work Plan, the State will determine such term or provision.

### **Section III Cost Proposal**

#### **1. General Instructions**

- a.—The Bidder must submit a cost proposal that covers the entire period of the initial contract, as well as all renewal periods. Please use the expected "Initial Period of Performance" dates stated in PART I, D.
- b.a. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- e.b. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

#### **2. Cost Proposal Form Instructions**

The Bidder should fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

Pricing should reflect that assigned counsel will access the system as required for each case/client to which they are assigned. Pricing based on a per license fee will most likely not be feasible. Pricing based on a per case price will probably be preferred. The number of cases is likely to range from 25,000 to 30,000 although the final number of cases is not within the Department's control. Nevertheless, the Department will entertain any pricing formulae.

### **~~C. — Appeal Deposit~~**

~~Each Bidder of this RFP must provide a deposit in the amount of \$5,000.00 to offset expenses incurred by the State of Maine during the appeal process. This deposit must be payable to the “Treasurer of the State of Maine” in the form of a certified, cashier’s or teller’s check.~~

~~In the event the award process for this RFP involves a hearing of appeal, expenses will be assessed if the appeal request is found to be without merit, or the hearing of appeal results in a validation of the Department’s award. Otherwise, deposits are refundable to all Bidders.~~

~~Bidders are to complete **Appendix E** (Appeal Deposit Refund Form) and submit that form with the appeal deposit check in a sealed envelope clearly marked “Appeal Deposit” with their proposal.~~

~~For the purposes of this Section, failure of the State of Maine to award a contract as a result of this RFP does not constitute grounds for assessing expenses.~~

~~Proposals received that do not include an Appeal Deposit will be rejected without exception and ineligible for award consideration.~~

## PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

### A. Evaluation Process - General Information

1. An evaluation team, comprised of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous financial and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their rates and other requested information as clearly and completely as possible.

### B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

#### Section I. Organization Qualifications and Experience (45 points)

Includes all elements addressed above in Part IV, B, Section I.

#### Section II. Proposed Services (35 points)

Includes all elements addressed above in Part IV, B, Section II.

#### Section III. Cost Proposal (25 points)

Includes all elements addressed above in Part IV, B, Section III.

2. **Scoring Process:** The review team will use a consensus approach to evaluate and score Sections I & II above. Members of the review team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section III, the Cost Proposal section, will be scored as described below. The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points based upon the proposals' satisfaction of the criteria established in the RFP.
3. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x ~~25~~(Insert maximum cost points available) = pro-rated score

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

4. **Negotiations:** The Department reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's Request for Proposals to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

### C. Selection and Award

1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
2. Notification of contractor selection or non-selection will be made in writing by the Department.
3. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The Department reserves the right to reject any and all proposals or to make multiple awards.

### D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

~~If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list. The appeal procedures will not be available during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants if cost is the sole determining factor.~~



## **PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54). A list of applicable Riders is as follows:

Rider A: Specification of Work to be Performed

Rider B: Method of Payment and Other Provisions

Rider C: Exceptions to Rider B

Rider D: (Optional; for use by Department)

Rider E: (Optional; for use by Department)

Rider G: Identification of Country in Which Contracted Work Will Be Performed

The complete set of standard BP54 contract documents may be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms/BP54.doc>

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms.html>

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, § 3(B)(i): <http://www.maine.gov/purchases/policies/110.shtml>)

This provision means that a contract cannot be effective until at least 14 days after award notification.

3. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in this RFP may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder(s) shall act as an independent contractor and not as an agent of the State of Maine.

### **B. Standard State Agreement Provisions**

#### **1. Agreement Administration**

- a. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the successful Bidder in the finalization of the contract.
- b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder,

and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

**2. Payments and Other Provisions**

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

## **PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

1. Appendix A – Proposal Cover Page
2. Appendix B – Debarment, Performance and Non-Collusion Certification
3. Appendix C – Qualifications and Experience Form
4. Appendix D – Cost Proposal Form
5. ~~Appendix E – Appeal Deposit Refund Form~~

## APPENDIX A

**State of Maine**  
**Maine Commission on Indigent Legal Services**  
**PROPOSAL COVER PAGE**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**Electronic Voucher Management System**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Proposed <u>Fixed Annual</u> Cost:	\$
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name (Print):	Title:
Authorized Signature:	Date:

## APPENDIX B

**State of Maine**  
**Maine Commission on Indigent Legal Services**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**Electronic Voucher Management System**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

**Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX C

State of Maine  
Maine Commission on Indigent Legal Services  
**QUALIFICATIONS & EXPERIENCE FORM**  
RFP# (Inserted by Purchases when assigned/approved)  
Electronic Voucher Management System

<b>Bidder's Organization Name:</b>	
------------------------------------	--

**Present a brief statement of qualifications, including any applicable licensure and/or certification. Describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors. You may expand this form and use additional pages to provide this information.**

APPENDIX C (continued)

Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email address. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.

*If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.*

Project One	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Two	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Three	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	



APPENDIX D

State of Maine  
Maine Commission on Indigent Legal Services  
**COST PROPOSAL FORM**  
RFP# (Inserted by Purchases when assigned/approved)  
Electronic Voucher Management System

<b>Bidder's Organization Name:</b>	
------------------------------------	--

Proposed Fixed Annual Cost \$ \_\_\_\_\_

This fixed annual cost shall remain in effect should the Department opt for any of the renewal periods referenced in Part I, section D.

~~(Insert your Department's desired Cost Proposal Form here.)~~

**APPENDIX E**

**State of Maine**  
**Department of (Insert Department name)**  
**APPEAL DEPOSIT REFUND FORM**  
**RFP# (Inserted by Purchases when assigned/approved)**  
**(Insert RFP Title)**

**Instructions**

Each Bidder is to provide an address below they wish to have the appeal deposit refund sent to. If this address is the same as either address provided on the Proposal Cover Page (Appendix A), Bidders are still required to complete this form and include it, along with the appeal deposit check, in a sealed envelope with their proposal.

The sealed envelope containing the appeal deposit should be inserted into the original proposal of the Bidder's submission package.

Bidder's Organization Name:		
Attention to:		
Mailing Address (Street or P.O. Box):		
City:	State:	Zip Code:

**(5.)**  
**Counsel for Appeals**

---

---

**MAINE COMMISSION ON INDIGENT LEGAL SERVICES**

---

---

**TO:** MCILS COMMISSIONERS  
**FROM:** JOHN D. PELLETIER, EXECUTIVE DIRECTOR  
**CC:** ELLIE MACIAG, DEPUTY EXECUTIVE DIRECTOR  
**SUBJECT:** RIGHT TO COUNSEL ON APPEAL  
**DATE:** NOVEMBER 9, 2016

---

In a recent case, the Law Court has denied a motion to substitute counsel for the purpose of an appeal in a case when the defendant, although convicted, was sentenced to a fine. The court reasoned that because no jail sentence was imposed, the case ceased to involve a risk of jail, and hence, no right to counsel attached for the appeal.

The ACLU has entered an appearance on behalf of the appellant and asked the court to re-consider. The staff support the ACLU position that counsel should be assigned because the right to counsel, once attached, applies to all stages of a criminal case “before, during and after trial.” State v. Cote, 2006 ME 128, ¶ 12 (Alexander, J., concurring). The staff is concerned that the Law Court’s position unfairly penalizes a client whose assigned counsel successfully avoid a jail sentence in the trial court. The staff is also concerned that the state, having obtained a conviction but worried about infirmities in the trial, could seek to shield the matter from challenge by counsel on appeal by requesting only a non-jail sentence.

The staff seeks Commission approval to weigh in on the issue by seeking leave to file an amicus memorandum on the issue, together with a memorandum advocating for the assignment of counsel.