

**REQUEST FOR PROPOSALS  
FOR  
PUBLIC DEFENDER SERVICES**

**I. PURPOSE OF REQUEST**

The City of \_\_\_\_\_ requests proposals to provide public defense services for indigent criminal defendants for a term of \_\_\_\_\_ years commencing on \_\_\_\_\_, 20\_\_\_\_, with the option to extend the contract with the mutual agreement for parties for an additional two-year period. This Request for Proposals (RFP) seeks responses from both private law firms and public agencies.

The City will pay the selected Public Defender for representational services, including lawyer services and appropriate staff services, infrastructure, investigation and appropriate sentencing advocacy. All proposals should take into account the adopted Standards of the City and the Washington State Supreme Court (“Standards”) when submitting proposals. Proposals should include all necessary infrastructure, training, and services necessary to comply with the Standards. Legal services provided will include, but not be limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at court proceedings. The proposal should also provide for attendance at \_\_\_\_\_ [insert number] arraignments per month. Necessary and reasonable expert witness, investigative and other services as detailed in the attached form Contract (“Contract”) will be paid directly to the expert or investigator, or reimbursed to the contract provider when authorized by the Court.

**II. INSTRUCTIONS TO PROPOSERS**

A. All proposals should be sent to:

\_\_\_\_\_ [Title]  
City of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. All proposals must be in a sealed envelope and clearly marked in the upper left hand corner “RFP - Public Defender.”

C. All proposals must be received by 4:30 PM, \_\_\_\_\_, 20\_\_\_\_. An original and \_\_\_\_\_ copies of proposals must be presented. No faxed, e-mailed, or telephone proposals will be accepted.

D. Proposals should be prepared simply and economically, providing a straight forward, concise description of the provider's capability to satisfy the requirements of the request. Special bindings, colored displays and promotional materials are not desired. Emphasis should be on completeness and clarity of content. Use of both sides of paper for any submittals to the City is desirable whenever practical.

E. The City will attempt to schedule interviews, if desired, during \_\_\_\_\_, 20\_\_\_\_. Proposers should take note that a selection may be made by the City based upon the written proposal submitted and should plan accordingly.

F. The firm or attorney selected shall be notified on \_\_\_\_\_, 20\_\_\_\_. The \_\_\_\_\_ City Council must ratify a contract with the selected firm or attorney as appropriate. The anticipated start date is \_\_\_\_\_, 20\_\_\_\_.

G. All proposals must include the following information:

1. The name of each and every individual attorney who is proposed to provide public defense services and his or her area of responsibility.

2. A resume for each and every attorney who will provide legal services, or supervise the provision of legal services by others, illustrating the attorney's specific experience in criminal defense.

3. A statement warranting that each and every attorney proposed to provide legal services has read and is familiar with **Ordinance/Resolution No. \_\_\_\_\_** establishing standards for the City, and the Supreme Court Standards originally adopted pursuant to the Order at 174 Wn.2d. 1177 and 1192, as amended ("Standards"). Each proposer will be required to warrant that the proposal submitted takes into account all required training, infrastructure, and service provision required under the Standards.

The City has assigned an average of \_\_\_\_\_ cases per month or \_\_\_\_\_ cases per year, using a **weighted/unweighted** [select one] standard. The number of assigned indigent defendants and the resulting trials are dependent on the unique facts and circumstances of any particular case and time period.

4. References.

5. Insurance. The proposer should review the draft contract and indicate his willingness and capability to provide insurance coverage of the same or similar nature. Proposers shall assure the City that their malpractice coverage contains no exclusion for ineffective assistance of counsel.

6. Provide information in your proposal addressing the following:

6.1 Your experience in providing public defense services and contract performance;

6.2 How long has your firm been in existence? How many years has it practiced criminal defense?

6.3 Has your firm handled indigent clients? Describe the type of cases in which you have represented such clients.

6.4 How many attorneys currently employed by your firm would be involved in public defense under the proposal? Resumes and references must be provided for each attorney.

6.5 How many staff employees does your firm employ? How many staff will be assigned to the public defense services contract? If contract or other services are necessary to comply with Supreme Court Standards such as access to a mental health professional or interpreters, indicate how your firm will comply with the Standards in this regard. See proposed Contract, note any duration from provisions for non-routine services.

6.6 Does any attorney or employee of the firm or could reasonably be anticipated to have any conflict of interest with the City? If so, how will that conflict be addressed?

7. Contract Performance.

7.1 If your firm has previously provided or is providing contract services for a city or county, please provide any documented review of contract compliance under those contracts.

7.2 Please note specifically any termination for cause of any public contract in whole or in part within the last ten years. Please note any corrective action required under any such public contract.

7.3 Has any attorney proposed to provide services under your proposal been disciplined by the Washington State Bar Association, or any other mandatory bar association of any other state?

7.4 Has any attorney employed by your firm been removed from a case because of a court finding of ineffective assistance of counsel?

7.5 Has any attorney in your firm been monetarily sanctioned by a court for any reason? Please provide a summary of the sanction, including the court and date sanction was imposed.

7.6 Has any attorney in your firm had an action for malpractice filed against the attorney in any courts? If so, what is the status or disposition of the filing?

**III. PROPOSED DELIVERY OF SERVICES (Scope of Services is described in Section VI.)**

Taking into account the Standards for Services adopted by the City as well as by the Washington State Supreme Court, please provide the following information or proposals:

- A. Please describe your firm's general policy guidelines when addressing the needs of indigent misdemeanor clients.
- B. How will you monitor the case load of attorneys providing Indigent Defense Services?
- C. What type of training do the attorneys in your firm receive which would be relevant to the practice in criminal law and public defense?
- D. What is your firm's capacity for working with non-English speaking clients?
- E. Does your firm have any experience working with ex-offenders, the mentally ill, or other clients in need of social service referrals?
- F. Please provide information regarding your firm's ability to report both monthly and annually regarding the assigned case load, the disposition of cases and the types of cases assigned.

#### IV. SELECTION CRITERIA

The selection of a Public Defender will be based upon the ability of the proposer to best meet the guidelines established by the 2011 Washington State Bar Association which state:

The object of these guidelines is to alert the attorney to the course of action that may be necessary, advisable, or appropriate and thereby assist the attorney in deciding the particular actions that must be taken in a case to begin **ensure the client receives the best representation possible**, [emphasis added]

In its evaluation process, the City will consider the completeness of the written proposal, the qualifications of the specific individuals proposed for assignment to act as a Public Defender, the proposer's history of successfully fulfilling contracts of this type, experience in similar work, the proven or potential ability of the proposer to fully comply with all Standards as well as the competitiveness of the fee structure proposed. Each proposal will be independently evaluated on these factors.

#### V. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals and to waive minor regularities in any proposal.
- B. The City reserves the right to request clarification of information submitted and to request additional information from any proposer.
- C. The City reserves the right to award any Contract to the next most qualified proposer, if the successful proposer does not execute a Contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not timely withdrawn shall constitute an irrevocable offer for a period

of sixty (60) days to provide to the City the services described herein or until or more of the proposals have been approved by City administration, whichever first occurs.

E. The Contract resulting from the acceptance of the proposal shall be in approximately the form shown in this RFP. A copy of the Contract is attached for review. Any proposed amendment to the Contract should be noted in the proposal submitted. The City reserves the right to reject any proposed Contract change which does not conform to the specifications contained in the RFP, or which is not warranted to provide a level of service sufficient to meet the adopted Standards. Any proposed amendment to the Contract should be noted in the proposal submitted.

F. The City shall not be responsible for any costs incurred by a firm in preparing, submitting, or presenting its response to the RFP.

G. Term. Public defense services will commence on \_\_\_\_\_, 20\_\_ for an initial term of two (2) years, terminating on December 31, 20\_\_. The parties may mutually agree to extend the resulting Contract for an additional term of two (2) years terminating on December 31, 20\_\_.

H. Screening. Termination of indigency for eligibility for appointed counsel for this Contract shall be determined by the \_\_\_\_\_ **District/Municipal** court. The Public Defender will not be responsible for screening potential clients. Should the Public Defender determine a defendant is not eligible for assigned counsel, the Public Defender will so inform the court and move to withdraw from the case.

I. Reporting. The Public Defender shall file monthly reports with the City delineating each client who has been appointed to the Public Defender for representation, in a format mutually agreed to by the parties. The format shall; not include attorney/client privileged information. The report shall designate whether the client was “conflicted” to another attorney for representation or the client hired another private attorney. The court will indicate the charges filed and the disposition of any case as appropriate. The report shall be due on or before the tenth (10th) day of the month in which services were provided.

J. Case Count. A case is defined as the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation. Multiple citations from the same incident will be counted as one case. Each case is counted only once, irrespective of any subsequent reappointments pursuant to a failure to appear (hereinafter FTA). Cases will be counted at the time of first appointment. Cases subsequently conflicted, where a private attorney is hired, will be noted on the next report and will not be counted as a Public Defender case.

K. Associated Counsel. Any counsel associated with or employed by the Public Defender shall have the authority to perform the services called for herein, and the Public Defender may employee associated counsel to assist at the Public Defender’s expense. The Public Defender and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to

the rules of the Supreme Court of the State of Washington. Sufficient counsel shall be provided to represent defendants during a vacation and illnesses, in settings in more than one courtroom.

L. Attorney Conflict. In the event the Public Defender must withdraw from a case because of a conflict of interest, the Public Defender shall refer the defendant to another attorney competent and able to provide legal services to the indigent. The cost of conflict counsel shall be paid by the City and not by the Public Defender.

M. Discovery Provided. The City will provide to the Public Defender at no cost to the Public Defender or defendant one (1) copy of all discoverable materials concerning each assigned case with the exception of audio and video tapes which shall be made available for inspection in accordance with the rules of discovery. The Public Defender will receive electronic copies of discovery or may request hard copies to be provided. The attached form Contract provides additional information regarding other routine and non-routine services and reimbursements.

N. Code Provided. The City shall provide the Public Defender with a copy of the City's criminal code and any amendments thereto adopted during the term of this Contract.

O. Assignment Prohibited. No assignment or transfer of the Contract or any interest in the Contract shall be made by the Public Defender without the prior written consent of the City.

P. Case Loads. Proposers holding more than one public defense Contract shall list each Contract. All attorneys providing services shall maintain a case load which fully complies with the City and Washington State Supreme Court Standards, whichever is more restrictive. Copies of quarterly certifications to the court shall be provided to the City. In the event that these Standards significantly change during the term of the agreement, the parties will meet and renegotiate the terms of the Contract. A "significant change" is a change beyond the adopted City or Supreme Court Standard which materially alters a term or condition of the Contract.

## **VI. SCOPE OF SERVICES**

A. General Description. Pursuant to Chapter 10.101 RCW, all indigent criminal defendants who are determined to be eligible and are charged under the ordinances of the City will be referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants and court appointment or screening through trial, sentencing, post-conviction review and any appeal to Superior Court or the Washington appellate courts. Such cases may include domestic violence cases. Performance of services shall in all respects comply with the Standards adopted by the Washington State Supreme Court and the City, whichever is more restrictive.

B. Standards for Public Defense. In addition to the Standards, the Public Defender shall at all times comply with the Rules of Professional Conduct (RPC) and all other applicable court rules as the same exist or are hereafter amended. The Public Defender shall maintain the highest standards of conduct and behavior towards the court, the prosecutors, and all parties. The Public

Defender shall comply with the Standards for Public Defense Services adopted by the City as the same exist or are hereafter amended.

C. The Public Defender will attempt to initiate contact with assigned clients within twenty-four (24) hours of assignment. The Public Defender will provide his clients with contact information for availability during office hours. The Public Defender will return client phone calls or other attempts to contact the Public Defender within forty-eight (48) hours excluding weekends. The Public Defender shall provide the prosecutor and City police department with contact information assuring twenty-four (24) hour a day access.

D. The Public Defender shall maintain an office and all other infrastructure including an adequate number of secretaries, word processing, paralegals and any and all other support services, including adequate and competent interpreter services necessary to comply with the "Standards." Expert witness, investigator services, mental health assessments and all other services may be provided at additional cost pursuant to court authorization. See the attached Contract for details regarding non-routine services.

## **VII. COMPENSATION**

A. Please present detailed information on the firm's proposed fee schedule either on a price per case basis or on a total yearly/monthly fee, noting any variations for non routine services. Services not referenced in this RFP or the attached draft Contract that are not explicitly identified as non routine will be assumed to be included in the basic fee.

B. If the proposal includes by-case compensation, payment by the City for the services will be made only after the services have been performed (through judgment and sentence or dismissal). An itemized billing statement shall be submitted in a form approved by the City. Payment shall be made on a monthly basis in accordance with the City's accounts payable procedures.

C. By submitting its proposal, the Proposer warrants that he or she and all attorneys performing services under the agreement have studied the Standards adopted by the City and the State Supreme Court, and have obtained, as necessary, applicable accounting review of the overhead costs necessary to provide all required infrastructure and services required by such Standards. Proposer further warrants that the proposal submitted is adequate to provide reasonable compensation for the provision of public defense services in accordance with such Standards.