



**REQUEST FOR PROPOSAL #7036
CONFLICT PUBLIC DEFENSE SERVICES
Due: November 9, 2012, 3:00 PM Pacific Local Time**

The City of Shoreline is seeking proposals from firms or individuals to perform conflict indigent defense services for individuals charged with misdemeanors or gross misdemeanors before the King County District Court – City of Shoreline calendar. Services will be provided for clients when the City of Shoreline’s designated public defender is unable to represent the client because of a conflict of interest. Services will be provided beginning January 1, 2013.

Background Information

The City of Shoreline, incorporated in 1995, is located 15 miles north of downtown Seattle, and has a population of roughly 54,000. The City contracts with King County District Court to provide court services. Primary Prosecution services are provided under contract by the Law Office of Sarah Roberts, and the Schlotzhauer Law Group is currently providing primary Public Defense Services. Conflict Public Defense Services are currently provided by the Law Office of John Rongerude, and services are provided at the Shoreline Courthouse, located at 18050 Meridian Avenue North.

For Jail Services, the City of Shoreline contracts with the King County Correctional Facility (KCCF) in downtown Seattle and the Snohomish County Jail in downtown Everett. Both of these jail facilities serve as booking facilities for Shoreline defendants, with Snohomish County serving as the primary booking, pre-disposition holding, and sentence serving facility. In-custody first appearance hearings (probable cause and bail hearings) for defendants booked into the Snohomish County Jail are held in the Shoreline Courthouse using two-way video communication. Public defense services for these in-custody hearings are provided by Mary Stephens. In-custody first appearance hearings for defendants booked into the KCCF are held in the jail courtroom in the KCCF, and public defense services for these in-custody hearings are provided by the Schlotzhauer Law Group, PS.

Case Loads and Case Weighting

The conflict public defense case loads for 2008 through September 2012 are as follows:

Year	Cases	Appeals Cases	Total
2008	38	0	38
2009	36	0	36
2010	28	4	32
2011	91	0	75
2012 (through September)	42	0	42
Total	235	4	239
Annual Average	47	0.8	47.08

This is historical information only, and is no guarantee or limitation of work to be performed against any ensuing contract.

Additionally, in preparation of implementation of the case load limits identified in the 2012 Washington State Supreme Court Standards for Indigent Defense, which take effect September 1, 2013, the City of Shoreline will likely be weighting cases upon adoption of a case weighting policy. It is unknown at this time how these case weights will affect future conflict public defense case loads. Respondents to this RFP should be prepared to handle all Shoreline conflict public defense cases within the case load limits set for public defense attorneys by these standards.

Statement of Work

The scope of this Request for Proposal involves providing legal representation to indigent (or nearly indigent) individuals charged with misdemeanor or gross misdemeanor offenses when the City of Shoreline's designated public defender is unable to represent the client because of a conflict of interest. This includes representing indigent individuals from the time they are assigned by the Court because a conflict of interest arises, sentencing, post-sentence review and any appeals to the King County Superior Court or Washington Court of Appeals, if necessary.

Representation also includes, but is not limited to:

- Arranging pre-hearing conferences
- Attending hearings
- Preparation and negotiation of pre-trial hearings
- Motion hearings
- Readiness hearings
- Preparing pleas and pleadings
- Counseling clients
- Conducting legal research
- Reviewing discovery materials

- Scheduling and preparing for trials
- Attending bench and jury trials
- Other work essential to providing ordinary legal representation for the accused from receipt of Order Appointing Counsel or to pursuing the defendant's appeal

The individual or firm selected will provide an adequate number of defense council to efficiently manage the number of conflict cases assigned to them by the Court. The individual or firm selected shall also agree to conduct any in person interviews at either jail facility the City of Shoreline contracts with in the event that a defendant is incarcerated.

Time and Conference Requirements:

- Submittal of monthly billing invoices prepared ten (10) working days after the end of each calendar month, if any conflict cases arose during the month, using the City's Service Contract Exhibit B – Billing Voucher
- Submittal of billing support documentation showing client name, client offense(s), case number, hearing dates, and invoiced amount, submitted with monthly billings.
- Discussions with the City's representative, held quarterly, to review the number of conflict cases, overall performance of the contract, and issues of common concern.
- Attendance at District Court or City initiated meetings to address any ad hoc or ongoing issues or concerns with conflict cases, Court operations, etc., if necessary.
- Discussion with the City's representative at the end of annual term of the contract to discuss any issues with the contract or services provided over the preceding year.

Term

The first term of this contract shall run for one year beginning January 1, 2013 and ending December 31, 2013. The contract will automatically renew for up to four (4) additional terms in 1-year increments for a total possible duration of five (5) years unless cancelled in writing by the City. Award of a contract is no guarantee that all terms will be awarded. Contractor may cancel the contract with 60 days advance notice in writing to the City.

Prices shall remain firm for at least one (1) year after contract award. Thereafter, any price inflation will be linked to the Seattle area CPI-U, subject to negotiation.

Every effort shall be made to allow the City of Shoreline thirty (30) days notice of such change, but not less than fourteen (14) days written notice shall be considered. The City may cancel the contract if the price increase is not approved.

If approved, any price increase shall take effect as stated and remain in effect for the subsequent contract period.

Submittal Requirements

Proposals shall be limited to twenty five (25) single-spaced, double-sided (one side equals one page) typewritten pages (except as noted below) and shall include the following items:

- Cover letter that states why the Proposer is interested in providing conflict public defense services for the City of Shoreline. The cover letter should also include the RFP number, firm address, telephone number, email and other contact information, RFP submittal date and Proposer signature.
- Description of the Proposer's history and background.
- Description of the current responsibilities of the individual who will be designated as lead conflict public defense attorney for the City of Shoreline.
- Demonstrated experience of the individual or firm and familiarity with the law, regulations and public defense services.
- Resumes for the individual(s), including support staff, to be assigned to complete the required services.
- Method and approach demonstrating the individual's or firm's (including support staff) ability to meet the City's conflict public defense needs.
- Ability to comply with the Americans with Disabilities Act, Equal Employment Opportunity, and any other applicable County, State or Federal laws.
- At least three professional references, within the last ten years, who can attest to the individual's or firm's abilities.
- Proposed cost for offering conflict public defense services. *Costs are to be expressed in a per-case rate and a per-appeal rate, if the appeal rate is different than the case rate.*

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the request. Do not include special bindings, colored displays, promotional material, etc. Emphasis should be on completeness and clarity of content.

Submittal Instructions

One (1) unbound original and three (3) copies of the RFP shall be submitted to:

Attn: RFP #7036 – Conflict Public Defender
City of Shoreline
City Clerk's Office
17500 Midvale Avenue North
Shoreline, WA 98133

All proposals must be in a sealed envelope and must be clearly marked with RFP number and name of project. Proposals shall not be delivered by facsimile transmission, email, or other electronic means.

The deadline for proposals by interested parties is *November 9, 2012 by 3:00 PM, Pacific local time*. Proposals received after this time will not be accepted for consideration. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for

delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of the proposal.

Questions

Questions related to this solicitation must be received no later than 3:00 PM on October 31, 2012 and must be directed in writing to **John Norris, Management Analyst, RFP #7036; Email: jnorris@shorelinewa.gov or fax: (206) 546-2200.**

Questions via phone will not be accepted. Unless authorized by the Management Analyst, no other City official or employee can speak for the City regarding this Request for Proposal. The City is not bound by information, clarification, or interpretations from other City officials or employees. Consultants should not contact City officials or employees other than the Management Analyst. Failure to observe this requirement may be grounds for rejection of the submittal.

All written questions received by 3:00 PM (Pacific local time) on October 31, 2012 will receive an official answer. Written questions received after this deadline may not be considered. Responses to all written questions will be provided to all respondents that have provided email addresses to the City and will be posted on the City of Shoreline's website at www.shorelinewa.gov on or before 3:00 PM (Pacific local time) on November 6, 2012.

Evaluation Criteria

Proposals will be evaluated using the following criteria:

- Related experience, including experience in performing conflict public defense services
- Demonstrated ability to perform the work requested within the established schedule
- Experience and expertise of key personnel assigned to this contract
- References
- Cost to perform requested work

The City's Evaluation Team will use the following criteria to evaluate each RFP:

Criteria	Points
Related experience	0-40
Expertise of key staff	0-20
References	0-10
Cost	0-30
Maximum Points	100

The proposal package will be the basis on which interested candidates will be selected. Upon receipt of proposal packages, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The Evaluation Panel's determination will be at the sole discretion of the Panel. The City will then begin contract negotiations for an agreement with the selected individual or firm.

Any individual or firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may be considered non-responsive and may be subject to disqualification. The City reserves the right to:

- Change the proposal schedule or issue amendments to the RFP at any time
- Cancel or reissue the RFP
- Waive immaterial irregularities contained in the Proposal materials at its sole discretion
- Refrain from contracting with any respondent

Individuals or firms eliminated from further consideration will be notified by mail by the City as soon as practical.

Schedule for Selection

RFP released	10/12/2012
Deadline for receipt of written inquires	10/31/2012, 3:00 p.m.
Written responses distributed	11/6/2012
Proposal due date	11/9/2012; 3:00 p.m.
In-house screening and short listing of candidates by evaluation panel and recommended finalist selected	By 11/16/2012
Negotiate and finalize service contract with selected finalist	By 11/21/2012
City Council review/approval of service contract	12/10/2012

City Contract

The successful Proposer shall be required to enter into a contract with the City of Shoreline which will be substantially similar to the sample attached.



Contract No. _____
Brief Description: _____

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the “CITY,” and _____, hereinafter referred to as the “CONSULTANT.”

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and those reimbursable expenses listed in Exhibit A.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The consultant shall complete and return a W-9 to the City prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: the attention of the contract manager identified in Section 14, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20_____.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement

and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use.
- B. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant if the City confirms that they are subject to disclosure under the Public Disclosure Act.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work where scheduling of attendance or performance is critical to completion, and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Gifts.

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

9. City of Shoreline Business License.

Consultant shall obtain a City of Shoreline Business License prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City if the gross income from Consultant's business is greater than or equal to \$12,000 per year. More information regarding requirements to register with the State of Washington Department of Revenue can be found on the web at:

<http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx>

10. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

11. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

12. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

13. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

14. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

15. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

16. General Administration and Management.

The City's contract manager shall be (name and title): _____.

17. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Flannary Collins, Assistant City Attorney

Attachments: Exhibits A, B, W-9 (Request for Taxpayer Identification Number and Certification)

EXHIBIT B CITY OF SHORELINE BILLING VOUCHER

17500 Midvale AVE N, Shoreline, WA 98133-4905 ♦ (206) 801-2700 ♦ Fax (206) 546-7870

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____	Invoice Date: _____
Amount of Invoice: \$ _____	

Contract Expiration Date: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount (including amendments)	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____	Date: _____
City of Shoreline	