

# REQUEST FOR PROPOSALS FOR PUBLIC DEFENDER SERVICES

## I. Introduction

The City of Shelton requests proposals to provide public defense services for indigent criminal defendants. The City expects to contract with one or two attorneys, firms, or associations of firms for primary public defender services for indigent criminal defendants and expects to engage conflict counsel for a limited number of cases. The public defense attorney(s), firm(s), or association(s) selected will appear in the Shelton Municipal Court on behalf of defendants who have established their indigency.

## II. Scope of Services and Compensation

A. The selected public defenders and conflict counsel will provide legal representation for defendants assigned to each attorney at all pre-trial hearings, motions, trials, sentencing, reviews, and appeals to the point of filing. The attorney will provide criminal defense services and will be available to talk and meet with indigent defendants in the Mason County Jail in Shelton. 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. Performance of services shall in all respects comply with the Standards adopted by the Washington State Supreme Court and the City (collectively, "Standards"), whichever is more restrictive.

1. In 2015, defendants were found to be indigent in 477 cases; in 2016, defendants were found to be indigent in 491 cases. As a result of cases being transferred between public defenders as a result of conflicts or other circumstances, the total case counts for all attorneys was 510 in 2015 and 524 in 2016. It is anticipated that these numbers will remain relatively consistent, with approximately 500 cases assigned to attorneys each year.

B. If the City selects two public defenders, the City proposes to compensate each public defender approximately \$3,500 per month, for an annual payment of \$42,000 per year, to perform the services listed herein and comply with all terms and conditions listed herein and in the attached draft contract. The City proposes to compensate each conflict counsel \$50 per hour, and the attached draft contract would be revised to account for conflict counsel's role. No additional fees, costs, charges, telephone fees, paralegal fees, delivery fees, or any other reimbursable expenses will be allowed. Necessary and reasonable expert witness and investigative services as detailed in the attached draft contract will be paid directly to the expert or investigator or reimbursed to the public defender when authorized by the Court.

1. Please note that the City will consider alternative fee proposals for public defenders. If any proposer desires to present an alternative fee proposal, please present detailed information on the 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.

C. Public defense services will commence **upon contract approval**, for an initial term of almost (3) years, terminating on **December 31, 2020**, with the option to extend the contract with the mutual agreement of the parties for an additional period. Award of a contract is no guarantee that additional terms will be awarded.

D. The contract resulting from the acceptance of the proposal shall be in approximately the form attached to this RFP, although the City reserves the right to make revisions. Any proposed amendment to the attached draft contract should be noted in the proposal submitted. The City reserves the right to reject any proposed contract change that does not conform to the specifications contained in the RFP or that is not warranted to provide a level of service sufficient to meet the adopted Standards.

E. The public defender is considered an independent contractor who shall at all times perform the criminal defense duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an employee of the City, nor shall the public defender be eligible for any employee benefits.

### **III. Instructions to Proposers**

A. All proposals should be sent to:

City of Shelton  
Attn: Vicki Look  
525 W. Cota Street  
Shelton, WA 98584  
vicki.look@ci.shelton.wa.us

B. All proposals that are mailed or delivered must be in a sealed envelope and clearly marked in the upper left hand corner "RFP - Public Defender." Emailed proposals must be contained in one PDF file attached to the message and the subject line must state "RFP - Public Defender."

C. All proposals must be received by 4:30 PM, **on Friday, March, 24, 2017**. If presented in writing, then an original and four (4) copies of proposals must be provided. Emailed proposals will be accepted. No telephone proposals will be accepted.

D. Proposals should be prepared simply and economically, providing a straightforward, concise description of the provider's capability to satisfy the requirements of the request. Using both sides of paper for any submittals to the City is recommended.

#### **IV. Required Proposal Content**

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

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

C. Detailed information about each individual attorney's experience in providing public defense service, including the types of cases in which the attorney has represented indigent clients.

D. Detailed information about the firm, including how long it has been in existence, how many years it has practiced criminal defense.

E. A description of the firm's general policy guidelines when addressing the needs of indigent misdemeanor clients, including but not limited to describing how attorney caseloads will be monitored and the level of involvement, if any, the firm has with appropriate social service referrals. Include detailed information about how the firm will evaluate for and access contract or other services, such as access to a mental health professional or interpreters. Please provide information regarding your firm's ability to report to the City both monthly and annually regarding the assigned case load, the disposition of cases, and the types of cases assigned.

F. A statement regarding whether any attorney proposed to provide services under the contract has ever been disciplined by any bar association, been the subject of a court finding or determination of ineffective assistance of counsel, been monetarily sanctioned by a court for any reason, or been involved in an action for malpractice. If so, provide more detailed information.

G. A statement regarding whether any attorney or employee of the firm has or could reasonably be anticipated to have any conflict of interest with the City and, if so, how the conflict will be addressed.

H. A statement regarding the attorney's willingness and capability to provide insurance coverage of the same or similar nature required by the attached draft contract. Notably, malpractice coverage cannot contain any exclusion for ineffective assistance of counsel.

I. A statement of how the workload responsibilities of the City will be accommodated and what kind of priority it will be given in relationship to other contracts and obligations. 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. Please note specifically any corrective action required under any such public contract or any termination for cause of any such contract in whole or in part within the last ten (10) years.

J. A statement warranting that each attorney proposed to provide legal services has read and is familiar both with Ordinance No. 1808-0812, establishing standards for the City, and with the Supreme Court Standards originally adopted pursuant to the Order at 174 Wn.2d 1177 and 1192, as amended. Each proposer will be required to warrant that the proposal submitted

takes into account all required training, infrastructure, and service provision required by such Standards.

- K. A minimum of three (3) references.

## **V. 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 Washington State Bar Association. In its evaluation process, the City will consider the reputation(s) and qualifications of the specific individual(s) proposed for assignment to act as a public defender, including the proposer's history of successfully fulfilling contracts of this type, experience in similar work, ability and history of meeting deadlines, and the proven or potential ability of the proposer to fully comply with all Standards. The City will also consider the completeness of the written proposal and the competitiveness of any alternative fee structure proposed.

## **VI. Terms and Conditions of Proposal Process**

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

- B. 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.

- C. The City reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.

- D. The City reserves the right to request clarification of information submitted and to request additional information from any proposer.

- E. The City reserves the right to award any contract to another proposer, if the successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.