



REQUEST FOR PROPOSALS

City of Sammamish – Indigent Public Defense Services

City of Sammamish
Sammamish, Washington

SUBMITTAL DEADLINE: October 14, 2016 no later than 2:00 p.m.

I. PURPOSE OF REQUEST

The City of Sammamish (“City”) is requesting proposals for the purpose of contracting for public defender services for indigent criminal defendants. In selecting a Public Defender to represent indigent persons charged with misdemeanor or gross misdemeanor violations of City laws, prior experience as a public defender handling misdemeanor and gross misdemeanor cases is required. Experience handling misdemeanor and gross misdemeanor appeals is also strongly preferred. The City’s expectation upon completion of the Request for Proposal process is to enter into a two-year contract, from January 1, 2017 through December 31, 2018, with options for two-year contract extensions, for indigent public defense services. The City’s needs are outlined in the following Request for Proposals (“RFP”).

II. QUALIFICATIONS

The vendor is required to have the following qualifications:

- License to practice law in the State of Washington
- Experience working with municipal entities
- Strong written, verbal and interpersonal communication skills
- Strong expertise, knowledge and/or experience in representing indigent persons charged with misdemeanors or gross misdemeanors
- Prior District or Municipal Court experience
- Familiarity with and adherence to the Washington State Supreme Court Standards for Indigent Defense
- No active or current Washington State Bar Association (WSBA) disciplinary sanctions
- Each attorney assigned to deliver services must have a minimum of one-year criminal defense work
- Each supervising attorney must have a minimum of seven (7) or more years of related legal experience
- Adequate staffing levels
- Legal malpractice insurance
- No contract termination for default, non-performance or for cause within the last seven (7) years

III. TIME SCHEDULE

The City will follow a selection timetable, which should result in a selection of a firm by approximately November 14, 2016. Proposals will be accepted through 2:00 p.m. on October 14, 2016. The City may, at its discretion, conduct interviews with some or all of the responding firms. If the City chooses to conduct

interviews, those respondents will be notified with at least one-week's advance notice of the interview date.

IV. INSTRUCTIONS FOR PROPOSALS

- A. All proposals should be submitted and addressed to:

Beth Goldberg, Director, Administrative Services
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075

- B. Three copies of the proposal must be submitted. All copies of the proposal must be placed in a sealed envelope and clearly marked in the lower left-hand corner: "RFP – Indigent Public Defense Services".
- C. Any questions related to the RFP must be received in writing (letter or email) by September 30, 2016. Questions should be addressed in care of the Director of Administrative Services via email at bgoldberg@sammamish.us. The City will respond to questions via email and by posting the answers on the City's website at www.sammamish.us.
- D. All proposals must be received by October 14, 2016 at 2:00 p.m. Three copies of the proposal must be presented. No faxed, telephone or email proposals will be accepted.
- E. Proposals should be prepared simply and economically, providing cogent description of the provider's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. Special binding, colored displays, promotional materials, etc., are not desired.
- F. The City will notify the firm selected by approximately November 14, 2016. If agreement is reached on the terms of a contract, the contract will be presented to the City Council for action at the next available Council meeting.

V. CONTENT OF PROPOSAL

All proposals must include the following information:

- A. The name of the firm and contact information (i.e. telephone number, email address, mailing address and physical location if different from mailing address).
- B. The names of individuals who would be providing services, each individual's area of responsibility, and the percentage of their time that is expected to be allocated under the terms of the RFP.
- C. The specific experience and expertise of the individual(s) that would provide service under the terms of the RFP.
- D. A proposed outline of tasks, products and project schedule, including the number of hours required to complete each task or product. The average number of Sammamish cases assigned to the public defender per month in 2015 was seven (7), with a low of three (3) cases one month and a high of eleven (11) cases one month. Through May 2016, the average number of cases per month was ten (10), with a low of five (5) cases one month and

a high of fourteen (14) cases one month. The caseload for 2017 is anticipated to more closely reflect the 2016 caseload trends. Since 2015, there have been an average of three (3) arraignment calendars per month (held once a week on Mondays) and three (3) in-custody calendars per month for those inmates held at the Issaquah Jail.

- E. A fee per case bid, with a proposed budget based on the above outline of tasks, products and schedules. Proposals should clearly articulate any costs that are outside of the fee per case basis.
- F. A list of current municipal clients and references (names, organization, telephone number and email address).

VI. SELECTION CRITERIA

<u>Factor</u>	<u>Weight Given</u>
A. Responsiveness of the written proposal to the purpose and scope of service	15%
B. Fee	50%
C. Ability and history of successfully providing services of this type, meeting projected deadlines and experience in similar work	<u>35%</u>
Total Criteria Weight	100%

Each proposal will be independently evaluated on factors 1 through 3.

VII. TERMS AND CONDITIONS

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any party submitting a proposal.
- C. The City reserves the right to terminate negotiations and to award the contract to another qualified contractor, if the initially successful contractor does not execute the contract within ten (10) days after the award of the contract.
- D. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied by the City.

VII. SCOPE OF SERVICES

- A. General Description. Pursuant to Chapter 10.101 of the RCW, all indigent criminal defendants determined to be eligible under Section F below and charged under ordinances of the City who qualify for appointed counsel will be referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants from the

time of screening for eligibility through trial, sentencing and all appeals. The Public Defender will also represent in-custody defendants held at the Issaquah Jail during in-custody calendars. The Public Defender shall provide such representation in accordance with caseload standards and other provisions of the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and other applicable rules of the Supreme Court of the State of Washington. The City currently has its misdemeanor matters processed at the Issaquah courthouse of the King County District Court, 5415 - 220th Avenue SE, Issaquah, WA 98029. The City of Sammamish does not currently conduct video court proceedings; however, it may explore whether the use of this technology may be beneficial for certain court matters for inmates held at outlying jail facilities. As such, the City of Sammamish may wish to incorporate into the final Public Defender contract provisions to allow for the use of video technology in the future.

- B. 24-Hour Telephone Access. The Public Defender shall provide to the Sammamish Police Department a telephone number or numbers at which any attorney can be reached twenty-four (24) hours each day for critical stage advice to defendants during the course of police investigations and/or arrest for criminal violations of City ordinances.
- C. Caseload Limits. The Public Defender shall maintain a caseload such that it can provide each and every defendant with effective assistance of counsel as required by this Agreement and by the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and all other applicable rules of the Supreme Court of the State of Washington. Subject to the remaining subsections of this section, a fulltime equivalent attorney position shall be appointed no more than 400 cases per year.
- D. Case Defined. For the purposes of this section, the term “case” shall mean a group of criminal charges related to a single incident filed against a defendant to which the attorney is appointed by the court, but shall not include temporary or provisional appointment at arraignment or in-custody hearings, appointments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503, or 46.61.504.
- E. Discovery Provided. The City shall provide the Public Defender at no cost one copy of all discoverable material concerning each case assigned. Such materials shall include, where relevant, a copy of the abstract of the defendant’s driving record.
- F. Applicant Screening. An independent screening process established by the City shall establish indigence for the purposes of eligibility for appointed counsel. After a determination of eligibility has been made, the Public Defense shall advise the City to reconsider such determination in the event that the Public Defender determines prior to the establishment of the attorney/client relationship that a defendant is not eligible for assigned council.
- G. Attorney Conflict. In the event that representation of a defendants hereunder raises a conflict of interest such that the Public Defender cannot ethically represent the defendant pursuant to the Rules of Professional Conduct for Washington attorneys, said defendant shall be referred back to the City for assignment without cost to a conflict public defense attorney other than the Public Defender. In addition, the Court has the authority to assign other public defense counsel to an indigent defendant in any such case of conflict of interest.
- H. Expert Witness Fees. The City shall reimburse the Public Defender for reasonable expert witness fees if the Court orders an expert witness upon motion of the Public Defender.
- I. Code Provided. The City shall provide the Public Defender with a copy of the City of Sammamish’s Criminal Code and any amendments thereto adopted during the term of this contract.

- J. Assignment or Subcontract. No assignment or transfer of the Contract or of any interest in the Contract shall be made by the Public Defender without the prior written consent of the City.
- K. Warranty of Compliance with Standards for Public Defense Services. The Public Defender shall warrant and certify that it currently and will continue to satisfy during the term of the Contract the Standards for Indigent Defense adopted by Supreme Court Order No. 25700-A-1004, and all other standards applicable to public defense in the Washington. The Public Defender shall immediately notify the City if the Public Defender at any point during the term of the Contract fails to satisfy such standards. Any such failure by the Public Defender shall constitute a material breach of the Contract, entitling the City to immediately terminate the Contract without further notice.
- L. Reporting. The Public Defender will complete and submit with its monthly bill a monthly tracking report in the form attached as Exhibit A.
- M. Other Contract Terms. For other contract terms, please refer to the attached draft contract attached to this RFP as Exhibit B.

VIII. **PUBLICATION**_[BG1] – Published in the Seattle Times September 16, 2016.

**EXHIBIT B
CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: _____

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and ___ hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

___ According to the rates set forth in Exhibit " _ "

___ A sum not to exceed \$

___ Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. 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, arising out of or resulting from the acts, errors or omissions of the Consultant in 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, including the duty and cost to defend, 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 purposes 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.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. 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 such services, or 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.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability,

Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name _____
Contact Name _____
Street Address _____
City, State Zip _____
Phone Number _____
Email _____

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>.”

19. **Severability.** Any provision or part of this 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 with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____

Date: _____

Finance Dept.

Check # _____

Check Date: _____

DRAFT

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)