

**CITY OF BLAINE
REQUEST FOR PROPOSALS FOR
PUBLIC DEFENDER SERVICES**

I. PURPOSE OF REQUEST

The City of Blaine (the "City") requests proposals to provide public defense services for indigent criminal defendants for a term of two (2) years commencing as soon as possible, and no later than April 30, 2019, with the option to extend the contract with the mutual agreement of the parties for an additional two (2) 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. The City's contract with the selected Proposer will require that the selected Public Defender comply with the Washington State Supreme Court Standards for Indigent Defense currently in place or as hereafter amended, the Rules of Professional Conduct, the Washington State Bar Association Standards for Indigent Defense Services approved by the Board of Governors on June 3, 2011 or thereafter amended, and case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases, in particular the decision in *Wilber v. Mt. Vernon*, 989 F. Supp. 1122 (W.D. 2013), and report such compliance on a regular basis, no less than quarterly. Proposals should include all necessary infrastructure, training, and services needed to comply with the above-mentioned standards.

The City anticipates an assignment of an average of 10 cases per month or 120 cases per year, using an unweighted 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. The types of cases the selected Public Defender shall be responsible for include gross misdemeanor, misdemeanor, and probation cases. The maximum number of cases each attorney may be expected to handle is provided in Section 3.4 of the Washington State Supreme Court Standards for Indigent Defense currently in place or as hereafter amended.

II. INSTRUCTIONS TO PROPOSERS

1. All proposal should be sent to:

City of Blaine
Attn: City Clerk
435 Martin Street, Suite 3000
Blaine, WA 98230

2. All proposals must be in a sealed envelope clearly marked in the upper left-hand corner "RFP – Public Defender."
3. All proposals must be received by 4:00 p.m. on February 22, 2019. An original and 3 copies of the proposal must be presented. No faxed, e-mailed, or telephone proposals will be

accepted. It shall be the sole responsibility of the Proposers to have their proposals delivered to the City on or before the stated date and time.

4. Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposer's capability to satisfy the requirements of the request. Proposals are not anticipated to exceed ten (10) pages including addenda and attachments. Special bindings, color displays, and promotional materials are not desired. Emphasis should be on completeness, conciseness, and clarity of content.
5. The City may schedule interviews for some Proposers. However, the selection may be made by the City based solely upon the written proposal submitted.
6. The firm or attorney selected is anticipated to be notified by March 8, 2019. The contract with the selected Proposer is subject to approval from the City Manager of Blaine and the Blaine City Council during an open public meeting. The anticipated start date is April 1, 2019, or as soon thereafter as possible, or sooner if possible.
7. All proposals must include the following information:
 - a. **Firm Identification.** The legal name, address, email address, website, and telephone number of the Proposer. Please indicate any and all partnerships, subcontractors, or other attorneys that would provide services under the contract.
 - b. **Attorney Identification.** The name and Washington State Bar Association number of each and every individual attorney who is proposed to provide public defense services and his or her area of responsibility.
 - c. **Resumes.** 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 law and/or criminal defense.
 - d. **Cover Letter.** A cover letter outlining the specific qualifications of the firm and/or attorney(s) to provide public defender services.
 - e. **Certification of Standards for Public Defense.** A statement certifying that each and every attorney proposed to provide legal services has read and is familiar with the Washington State Supreme Court Standards for Indigent Defense currently in place or as hereafter amended, the Rules of Professional Conduct, the Washington State Bar Association Standards for Indigent Defense Services, approved by the Board of Governors on June 3, 2011 or thereafter amended, and case law, in particular the decision in *Wilber v. Mt. Vernon*, 989 F. Supp. 1122 (W.D. 2013). Each Proposer will be required to warrant that the proposal submitted takes into account all required training, infrastructure, and service provisions required under the above-references standards. Each attorney that is proposed to provide legal services shall be required to execute such statement as part of the Proposal.

- f. **References.** A list of at least two (2) references who can be contacted in regards to the qualifications and experience of the firm and/or attorney(s) handling the Contract.
- g. **Insurance.** Proposers shall provide proof of insurance along with their applications. Proposers shall assure the City that their malpractice coverage contains no exclusions for ineffective assistance of counsel. The Public Defender shall maintain professional liability insurance, provide a certification of insurance to the City on an annual basis demonstrating its compliance with this requirement, and list the City as a certificate holder on any professional liability policy, whereby the insurer would notify the City of any changes to or lapses in the policy.
- h. **Identification of Potential Conflicts.** A statement regarding whether the firm and/or attorney's or employees 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.
- i. **Signature.** The proposal must be signed by the person who has the authority to bind the submitting firm to the submitted proposal, and each attorney identified that will perform services under the contract.

III. EVALUATION AND SELECTION CRITERIA

The selection of a Public Defender will be based upon the ability of the Proposer to best meet the requirements of this RFP and the guidelines provided for in the contract. 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, Proposer's history of successfully fulfilling contracts of this type, experience with similar work, the proven or potential ability of Proposer to fully comply with all required ethical and professional standards, as well as the competitiveness of the fee structure proposed.

IV. SCOPE OF SERVICES AND CONTRACTUAL REQUIREMENTS

Refer to the Contract for Professional Services Indigent Defense ("Contract") attached hereto. The Proposer may provide their proposed rates within the compensation structure provided in the Contract, or may propose their own compensation structure and rates or fees for services.

V. RFP TERMS AND CONDITIONS

- 1. **Reservations.** The City reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, and to request resubmission. The City shall be the sole judge of the proposal, and the resulting negotiated contract that is in the best interest of the City, and its decision shall be final. Also, the City reserves the right to make such investigation, to request clarifications, or to require additional information from any Proposer as it deems necessary to determine the ability of any Proposer to perform the work or service requested. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by Proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract

between the City and the selected Proposer. The contract with the selected Proposer is subject to approval from the City Manager of Blaine and the Blaine City Council during an open public meeting.

2. **Time for Acceptance.** 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 twenty (20) calendar days after the award of the proposal.
3. **Proposed Amendment to Contract.** The contract resulting from the acceptance of the proposal shall be in approximately the same form shown in the Contract attached to this RFP. Any proposed amendment to the attached Contract should be noted in the proposal submitted. The City reserves the right to reject any proposed contract change in the sole discretion of the City.
4. **Costs of Proposal.** The City shall not be responsible for any costs incurred by a firm in preparing, submitting, or presenting its response to the RFP.
5. **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.
6. **Non-Discrimination.** All Proposers must comply with the City's Non-Discrimination Policy.
7. **Subcontracting / Joint Proposals.** If subcontracting or joint proposals are to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.

VI. COMPENSATION

1. **Fee Schedule.** 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 Contract that are not explicitly identified as non-routine will be assumed to be included in the basic fee.
2. **Payments.** 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.
3. **Assurances.** By submitting its proposal, the Proposer warrants that he or she and all attorneys performing services under the contract have studied the Standards for Public Defense, 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

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reasonable compensation for the provision of public defense services in accordance with such standards.