City of Bothell

REQUEST FOR PROPOSALS: PUBLIC DEFENDER CONTRACT	
Assistant City Manager City of Bothell 18305 101st Avenue NE Bothell, Washington 98011	The City of Bothell requests proposals for the purpose of contracting for Bothell Municipal Court public defense services for indigent criminal defendants.
Deadline for Submittal: Monday, November 24, 2009 at 5 p.m. **Presubmittal Conference: Monday, November 16, 2009 at 9 a.m.**	
Washington State Public Records Act (RCW 42.56) requires public agencies make public records available promptly for inspection unless they fall within Act exemptions.	

INTRODUCTION

The City of Bothell wishes to initiate a contract for public defense services for misdemeanor offenses. The Bothell Municipal Court began operating in 1994. During 2007-2008 there were a total of 9,300 court filings—with an average of 400 criminal hearings held per month, and an average of 200 contested/mitigation hearings per month.

SELECTION SCHEDULE

The City will use the following schedule to make their selection so that the contract can begin on January 1, 2010:

Issue RFP:	Monday, November 9, 2009
Proposer's Conference:	Monday, November 16, 2009 at 9 a.m.
Question Period Ends:	Monday, November 16, 2009 at 5 p.m.
Deadline for Submittal of Proposals:	Monday, November 24, 2009 at 5 p.m.
Interview Qualifying Candidate Firms:	Wednesday, December 2, 2009
Contract before Council for Consideration:	Tuesday, December 14, 2009 after 6 p.m.

INSTRUCTIONS TO PROPOSERS

1. All proposals should be sent to:

   Assistant City Manager Terrie Battuello
   City of Bothell
   18305 101st Avenue NE
   Bothell, Washington 98011

2. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP-Public Defender."

3. No faxed, e-mailed or telephone proposals will be accepted.

4. 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.

REQUIRED PROPOSAL CONTENTS

1. Provide a brief firm history and background including the number of attorneys employed and an organizational chart and description.
2. Designate the primary contact and describe the current principle responsibilities of the individual designated as lead attorney.
3. Identify support staff such as paralegals and office assistants and provide the number of position titles of support personnel.
4. Include a current resume for each attorney who will be primarily assigned to support the City. The resume should include relevant academic training and degrees, and a description of prior relevant experience.
5. Indicate the location of the primary office and the location from which attorneys assigned to this contract are assigned.
6. Provide information as to how many attorneys work in the firm who are knowledgeable about indigent defense services.
7. Provide a rough estimate of the number of billable hours spent providing indigent defense services to municipalities during the preceding three years.
8. Provide an assessment of availability for attorney(s) and other professional staff assigned to this contract.
9. Provide a statement for 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. Be certain to address items outlined in the Scope of Work.
10. Provide a reference list of three recent (within 3 years) municipal clients for which your firm has provided similar services.

TERMS AND CONDITIONS

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

2. The City reserves the right to request clarification of information submitted, and request additional information from any bidder.

3. The City reserves the right to award the contract to the next most qualified contractor, if the successful bidder does not execute a contract within thirty (30) days after the award of the proposal.

4. Any proposal may be withdrawn up until the date and time set above for closing of the proposals.

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

SCOPE OF SERVICES

1. The Attorney represents, through trial, sentencing, post-conviction review and any appeals to the Superior Court or Washington Court of Appeals, indigent criminal defendants charged under ordinances of the City of Bothell and State of Washington who the City shall qualify for counsel.

2. The Attorney will provide criminal defense services at the daily in-custody calendar, shall attend all hearings and trials involving defendants on whose behalf the Public Defender has been appointed, and will be available to talk with and meet, in person with indigent defendants, at the Bothell Municipal Court facility and jail facilities.

3. The Attorney will be available to appear in Court before such individual has been in custody for 24 hours.

4. The Attorney may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.

5. The Attorney shall provide to the City Police Department the telephone number or numbers at which an attorney may be reached for “critical stage” advice to defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

6. The Attorney shall file quarterly reports with the City to include each client who has been appointed to the Public Defender, the charges, cause number and disposition, bench or jury trial and whether an appeal was filed. The report shall

identify whether the client was appointed by the Court or through a screening process. The report is due to the Court Administrator on or before the thirteenth day after the end of each quarter as to clients represented in the previous quarter.

7. An attorney assisting the primary contractor shall be licensed to practice law before the courts of record for the State of Washington. The Public Defender shall be responsible for overseeing and approving services performed by other attorneys. The Public Defender must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal intern shall be used for this contract unless agreed to in advance by the City.

8. Required public defender services include appearance at the Bothell Municipal Court for all criminal case calendars, unless excused by the Court, which include standby representation to all in-custody defendants as well as general advice to defendants as out-of-custody arraignments. The Public Defender provides discovery, manages cases, and issues subpoenas.

WORK PERFORMANCE EXPECTATIONS

1. Public defender will review all cases prior to scheduled court date and work with City Prosecutor for possible resolution.

2. Public defender will arrive 15 minutes prior to the start of the scheduled calendar.

3. Public Defender will bring two (2) attorneys if the calendar has more than 40 defendants on the calendar.

COMPENSATION

Identify in your proposal which of the following billing options you will offer; or, if you choose to propose another billing format, describe the format, its benefit, and a sample.

Option1. A flat fee for the first X number of cases assigned during the calendar year, payable at $XXX per month for each calendar month in the year and an additional $XXX for each case in excess of the first X number of cases assigned during the year. Additional fees and charges separately identified.

Option 2. A per case fee based on the average number of cases over the past six months with adjustments every six months for changes in the average caseload. Additional fees and charges separately identified.

An annual cost-of-living adjustment shall be automatically calculated on January 1 of each year of the contract, beginning January 1, 2011.

If the proposal includes by-case compensation, City payment for services will be made only after services have been performed (judgment and sentence or dismissal), an itemized billing statement is submitted in the form specified by the City; and as is approved by the appropriate City representative.

Services covered by this RFP that are not explicitly identified as non-routine will be assumed to be included in the basic fee.

A case is counted when the Court screens the defendant for eligibility and appoints the Public Defender, or the Judge direct appoints the Public Defender from the bench.

The case is not counted if a defendant hires his/her own attorney, or if the defendant fails to appear at any hearing and the Public Defender withdraws as attorney of record, pursuant to local rules.

The Public Defender shall not seek payment from the City for any case that subsequently requires a conflict attorney.

Case count is defined by incident date. A single individual charged with several charges arising from one event would be counted as one even if written on two or more citations.

Should the Public Defender withdraw from a case before any substantial work is commenced upon the case, the City shall not be required to pay the Public Defender.

REQUIRED INSURANCE

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 insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Professional Liability Insurance. The Attorney shall indemnify and hold the City, its elected officials, officers and employees harmless from any and all claims, losses or liability, including attorney's fees, whatsoever arising out of the Attorney's performance of obligations pursuant to this Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Attorney, his agents, associates or employees, or occurring without the fault of neglect of the City.

With respect to the performance of this agreement and as to claims against the City, its officers, agents and employees, the Attorney will need to expressly waive its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and

hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Attorney. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents, and employees. To the extent of any of the damages are caused by or resulted from the concurrent negligence of the City, its agents, and employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of the Attorney, its officers, agents and employees.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident provided that this requirement is waived if the only vehicles used for purposes of fulfilling this contract are insured separately on a personal policy.

Verification of Coverage. The Attorney 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 Attorney before commencement of the work.

The Attorney's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Attorney's insurance and shall not contribute with it.

The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

CONTRACT FORM

Those submitting proposals agree to sign the contract form from the City, if awarded this contract. A sample contract form is available upon request.

CONTRACT TERM

The period of performance starts January 1, 2010 and extends two years. The City reserves the right to automatically review the contract for an additional two year period, for a total of four years.

COMMUNICATIONS WITH THE CITY

The question period for this contract ends on November 16, 2009 at 5 p.m. To assist firms in the preparation of their proposals, a proposer's conference will be conducted on Monday, November 16, 2009 at 9 a.m. To obtain additional information about the Court, communications must be directed to one of the following staff members. All questions

and their answers regarding this proposal will be recorded and made available to inquirers.

Assistant City Manager Terrie Battuello
Terrie.battuello@ci.bothell.wa.us
425-489-3387

Estelle Rizzo, Court Administrator
Estelle.rizzo@ci.bothell.wa.us
425-487-5587x5588