

**CITY OF FEDERAL WAY  
REQUEST FOR PROPOSAL  
FOR PUBLIC DEFENDER SERVICES**

**PURPOSE OF REQUEST.**

The City of Federal Way (“City”) is requesting proposals for the purpose of contracting for public defender services for indigent criminal defendants.

**TIME SCHEDULE.**

The City will follow the following timetable, which should result in a selection of a firm by approximately August 1, 2002. Proposals will be accepted from June 17, 2002 to July 8, 2002.

Issue RFP	June 13, 2002
Deadline for Submittal of Proposals	July 8, 2002
Preliminary Selection of Firm	July 22, 2002
Notify Firm Chosen	August 1, 2002

**SCOPE OF SERVICES.**

General Description. Pursuant to Chapter 10.101 of the RCW, all indigent criminal defendants. **The Public Defender will provide legal representation for each of these defendants from court appointment or screening through trial, sentencing, post-conviction review and any appeals to Superior Court or Washington Appellate Courts.** Such cases include domestic violence cases. The Public Defender, or subcontractor of the Public Defender, will provide criminal defense services at in-custody bail hearings, and will be available to talk and meet with indigent defendants in the King County Jail in Kent or Seattle, the Fife City Jail and/or the Renton City Jail.

The RFP is available on the City’s website [www.ci.federal-way.wa.us](http://www.ci.federal-way.wa.us) or may be obtained from Faith Ferreria, Support Services Coordinator, City of Federal Way, 33530 1<sup>st</sup> Way South, P.O. Box 9718, Federal Way, WA 98063-9718, (253) 661-4049, E-Mail: [Faith.Ferreria-Shovein@ci.federal-way.wa.us](mailto:Faith.Ferreria-Shovein@ci.federal-way.wa.us). To ensure consideration of your RFP, response to the RFP must be received by July 8, 2002.

**CITY OF FEDERAL WAY  
REQUEST FOR PROPOSAL  
FOR PUBLIC DEFENDER SERVICES**

**I. PURPOSE OF REQUEST.**

The City of Federal Way (“City”) is requesting proposals for the purpose of contracting for public defender services for indigent criminal defendants. The City’s needs are outlined in the following Request for Proposal (“RFP”).

**II. TIME SCHEDULE.**

The City will follow the following timetable, which should result in a selection of a firm by approximately August 1, 2002. Proposals will be accepted from June 17, 2002 to July 8, 2002.

Issue RFP	June 13, 2002
Deadline for Submittal of Proposals	July 8, 2002
Preliminary Selection of Firm	July 22, 2002
Notify Firm Chosen	August 1, 2002

**III. INSTRUCTIONS TO PROPOSERS.**

A. All proposals should be sent to:

Derek Matheson,  
Assistant City Manager  
City of Federal Way  
33530 1<sup>st</sup> Way South  
P.O. Box 9718  
Federal Way, WA 98063-9718  
(253) 661-4671  
E-Mail: [Derek.Matheson@ci.federal-way.wa.us](mailto:Derek.Matheson@ci.federal-way.wa.us)

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

C. All proposals must be received by July 8, 2002, at which time they will be opened. Three (3) copies of the RFP must be presented. No faxed, e-mailed or telephone proposals will be accepted.

D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper

for requests and any printed or photocopied material created pursuant to a contract with the City is desirable whenever practicable. Use of both side of paper sheets for any submittals to the City is desirable whenever practicable.

- E. The City Manager or representative will notify the firm selected by August 1, 2002.
  
- F. All proposals must include the following information:
  - The names of individuals from those firms who will be providing public defense and their areas of responsibility
  
  - Specific experience of individuals relative to the proposal.
  
  - A proposed outline of tasks, products and project schedule, including the number of hours required to complete each task or product. The actual caseload in 2001 was an average of 275 cases per month; the actual caseload for the first quarter of 2002 was an average of 263 cases per month. The anticipated caseload in 2003 is an average of 265 cases per month. The Public Defender is required to appear in the Federal Way Municipal Court, King County District Court - Federal Way Division, King County Superior Court, and Washington Appellate Courts. The bail hearing services may be handled by subcontract, but the anticipated costs of such a subcontractor must be included in the response to the RFP.
  
  - A price per case bid, with a proposed budget based on the above outline of tasks, products, and schedules.
  
  - References.

**IV. SELECTION CRITERIA.**

<u>Factor</u>	<u>Weight Given</u>
a. Responsiveness of the written proposal to the purpose and scope of service.	15%
b. Price.	50%
c. Ability and history of successfully	

completing contracts of this type, meeting projected deadlines and experience in similar work.	35%
Total Criteria Weight	100%

Each proposal will be independently evaluated on factors a through c.

**V. 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 proposer.
- C. The City reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City, the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by the city shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the contract is available for review. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney’s office.
- F. The city shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

**VI. SCOPE OF SERVICES.**

- A. General Description. Pursuant to Chapter 10.101 of the RCW, all indigent criminal defendants, determined to be eligible under Section C 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 court appointment or screening through trial, sentencing, post-conviction review and any appeals to Superior Court or Washington Appellate Courts.** Such cases include domestic violence cases. The Public Defender, or subcontractor of the Public Defender, will provide criminal

defense services at in-custody bail hearings, and will be available to talk and meet with indigent defendants in the King County Jail in Kent or Seattle, the Fife City Jail and/or the Renton City Jail.

- B. Term. Public Defender services will commence on January 1, 2003 for a term of two years, terminating on December 31, 2005.
- C. Screening. Determination of indigency for eligibility for appointed counsel for this contract will be determined by an independent screening process established by the City pursuant to RCW 10.101. The City will be responsible for the costs of and handling the screening process. Should the Public Defender determine a defendant is not eligible for assigned counsel, the Public Defender will so inform the court and move to withdraw from the case.
- D. Reporting. The Public Defender shall file monthly reports with the City delineating each client who has been appointed to the Public Defender, including the name(s), charge(s), cause number(s), disposition, bench or jury trial, and whether an appeal was filed. The report shall designate whether the client was appointed by a judge of the Court or through the independent screening process. The report is due on or before the tenth (10<sup>th</sup>) day of the following month for services of the prior month.
- E. Associated Counsel. Any counsel associated with or employed by the Public Defender shall have the authority to perform the services called for herein, and the Public Defender may employ associated counsel to assist at the Public Defender's expense. The Public Defender and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington. The parties understand that the Public Defender pursuant to Section M below may subcontract for bail hearings at the King County Jail or alternative jails described in Section A above. Sufficient counsel shall be provided to represent defendants during vacation, illnesses, and settings in more than one courtroom. No legal interns shall be used unless agreed to in advance by the City.
- F. Attorney Conflict. In the event the Public Defender must withdraw from a case because of a conflict of interest, the Public Defender shall be responsible for providing a conflict attorney at the Public Defender's expense.
- G. Twenty-Four Hour Telephone Access. The Public Defender shall provide to the City Public Safety Department the telephone number or numbers at which the Public Defender can be reached for critical stage advice to defendants during the course of police investigations and/or arrests twenty-four (24) hours each day.
- H. Professional Liability Coverage. During the term of the Contract, the Public Defender shall have professional liability coverage in a minimum amount of \$2,000,00.00; or alternatively, if the proposer is a public agency, shall provide proof

of self-insurance with terms acceptable to the City.

**Please indicate type of insurance: self-insurance; or \_\_\_\_\_policy coverage.**

- I. Indemnification. The Public Defender shall indemnify, defend and hold the City, its elected officials and employees, agents and volunteers harmless from any and all claims, losses or liability, including all costs and attorney's fees, arising out of the Public Defender's performance of obligations pursuant to the Contract, including claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or negligence of the Public Defender, his or her associates, agents and employees. To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Public Defender, its officers, associates, agents, and employees.
- J. 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.
- K. Discovery Provided. The City shall provide to the Public Defender at no cost to the Public Defender or the defendant one (1) copy of all discoverable materials concerning each assigned case with the exception of audio and video tapes which shall be made available for inspection in accordance with rules for discovery.
- L. Code Provided. The City shall provide the Public Defender with a copy of the City of Federal Way Criminal Code and any amendments thereto adopted during the term of this Contract.
- M. Assignment or Subcontractors. No assignment or transfer of the Contract nor of any interest in the Contract shall be made by the Public Defender without the prior written consent of the City.
- N. Standards for Public Defense Services. The Public Defender shall comply with the standards for public defense services as may be adopted by the City pursuant to chapter 10.10 RCW. The Public Defender shall submit an affidavit to the City Clerk, stating that the Public Defender is in compliance with such standards. This affidavit shall be submitted thirty (30) days after the Public Defender has received a copy of such standards once adopted by the City.
- O. Staffing Levels. Throughout the term of the contract, the Public Defender must provide at a minimum the services of two attorney employees in order to adequately staff the City's two daily courtrooms at Federal Way Municipal Court and to staff possible appearances at Federal Way District Court, King County Superior Court,

and or the Washington Appellate Courts.

**VII. COMPENSATION.**

- A. Please present detailed information on the firm’s proposed fee schedule on a price per case basis, noting any variations for non-routine services. Services covered by this RFP that are not explicitly identified as non-routine will be assumed to be included in the basic per case cost. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable and how costs are adjusted, if at all, according to that classification.
- B. Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.
- C. As is more fully set forth in Section VI(E) above, the parties understand the Public Defender may subcontract for defense bail hearing services for defendants while in custody in the King County jail facility or alternative jail site as provided in Section F above. **The compensation described herein shall include the cost of the subcontracted defense bail hearing services, if any.**
- D. (1) Please indicate quote for base price per case. Quote must be specified on a per case basis.  
\$ \_\_\_\_\_  
  
Please describe the services for the base price.
- (2) Please indicate quote for non-routine services and/or services not included in the base price per case above. Specify quote on a per case basis, if at all possible.  
\$ \_\_\_\_\_
- (3) Please describe the services, if any, in excess of the base price per case which is proposed to be provided, if any, and an explanation as to why excess services should be considered by the City.
- (4) Please indicate hourly quote for services in excess of minimum (if any):  
\$ \_\_\_\_\_

**VIII. PUBLICATION.**

Federal Way Mirror, June 19 and 26, 2002; Seattle Times, June 16, 23, and 30, 2002;

and Daily Journal of Commerce, June 15 and 22, 2002.