

August 6, 2024



# Request for Proposals

## Public Defender Services

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# CITY OF LACEY

## Request for Proposal

### Public Defender Services

#### **SECTION I: PURPOSE**

The City of Lacey (City) requests proposals to provide quality public defense services for indigent criminal defendants for a term minimum of two years commencing on January 1, 2025, with the option to extend the contract an additional two-year period. This Request for Proposals (RFP) seeks responses from both private law firms and public agencies. The City encourages interested parties who are eligible to provide services for all of the contract or a portion of the contract to submit proposals.

The City provides public defender services in compliance with the Washington State Bar Association (WSBA) current Standards for Indigent Defense Services (Standards). Public defense services would need to meet current and any future changes to these standards, such as the WSBA recommended [Standards for Indigent Defense Services](#), if implemented. The City recognizes that WSBA has recommended new [Standards for Indigent Defense Services](#) (WSBA Recommended Standards) that could be implemented between now and July 2025. Based on this information, the City is requesting that applicants submit two (2) proposals: 1) Based on the current WSBA Standards; and 2) Based on the new WSBA Recommended Standards.

Proposals will be evaluated based on the candidate's responsiveness and completeness of proposal, experience providing services of this type, ability and capacity to perform the work, and proposed cost of services. The successful candidate will meet WSBA Standards, demonstrate the capacity to perform work, show examples of relevant experience, and should showcase the quality, breadth, and approach used in prior services provided.

It is the City's policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Contractors will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award as provided by Title VI of the Civil Rights Act of 1964.

Proposals, prepared according to the following detailed instructions, must be received at the email address below no later than 8:00 AM PST, Tuesday, September 3, 2024.

The City assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

For additional information, contact:

Sadie Siglin, Management Analyst  
City Manager's Office

August 6, 2024

420 College Street SE  
Lacey, WA 98503  
Phone: (360)456-7788  
E-mail: [sadie.siglin@cityoflacey.org](mailto:sadie.siglin@cityoflacey.org)

## **SECTION II: COMMUNICATION FOR QUESTIONS AND ANSWERS**

In order to ensure that all potential candidates have the same information and the same opportunity to make their very best proposal, all questions will need to be submitted electronically to [sadie.siglin@cityoflacey.org](mailto:sadie.siglin@cityoflacey.org)

Questions will be answered as received. All questions should be submitted no later than Wednesday, August 14, 2024, at 5:00 p.m. PST.

Answers and interpretations to all inquiries will be posted at the following locations no later than Tuesday, August 20, 2024, by 5:00 p.m. PST. Answers and interpretations will be posted at "RFP: Public Defender Services" at [RFPs, RFQs, RFIs & Bids - City of Lacey](#).

## **SECTION III: GENERAL INFORMATION**

The City endeavors to provide quality public defense services for all indigent parties in Lacey, whether in-custody or out of custody.

The City recognizes that new WSBA Recommended Standards could be implemented between now and July 2025. Based on this information, the City is requesting that applicants submit two (2) proposals: 1) Based on the current Standards; and 2) Based on WSBA Recommended Standards.

**Court:** The City contracts for municipal court services with Thurston County District Court (Court), located at 2000 Lakeridge Dr SW, Olympia, WA 98502. Services may be provided in person and through virtual/telephonic appearances at the discretion of the Court and the City.

**Cases:** Beginning 2025, the City anticipates the need for indigent defense representation for a total of approximately 1,100 cases. In 2023, an average of 81 cases had indigent defense counsel appointed per month. The City currently uses an unweighted case standard. Specific monthly case assignments are not guaranteed, and can fluctuate. Based on WSBA Recommended Standards the City would anticipate needing around 1,227 credits, see **Table A**.

Based on the WSBA Recommended Standards the City anticipates having misdemeanor high and low cases as outlined in **Table A**.

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**Table A  
Anticipated 2025 Case/Credit Load**

	<u>Annual Cases</u>	<u>Annual Credits</u>
<b>Total Cases</b>	1,100	1,226.5
Misdemeanor High	253	379.5
Misdemeanor Low	847	847
<b>Total Transition Cases as of July 1, 2024</b>	316	351.5
Misdemeanor High	71	106.5
Misdemeanor Low	245	21

**Calendars:** Contractors will also provide defense services for all unrepresented defendants at arraignment calendars and mental health court. Services may be provided in person and through virtual/telephonic appearances at the discretion of the Court and the City. See **Table B** for the current court calendar schedule. Calendar dates and times are subject to change.

**Table B  
City of Lacey Current Court Calendar Schedule**

	<u>Time</u>	<u>Courtroom</u>	<u>Calendar Type</u>
<b>Mondays</b>	8:30 a.m.	Courtroom 2	Lacey Court Appointed Counsel
	1:30 p.m.	Courtroom 3	Lacey In-Custody
<b>Tuesdays</b>	8:30 a.m.	Courtroom 2	Lacey Court Appointed Counsel
	11:00 a.m.	Courtroom 2	Lacey Interpreter Calendar
	1:30 p.m.	Courtroom 3	Lacey In-Custody
<b>Wednesdays</b>	1:30 p.m.	Courtroom 2	In-Custody
<b>Thursdays</b>	8:30 a.m.	Courtroom 3	Lacey Arraignments (Out of Custody)
	10:00 a.m.	Courtroom 3	Lacey Warrant Quash
	1:30 p.m.	Courtroom 2	In-Custody
<b>Fridays</b>	1:30 p.m.	Courtroom 2	In-Custody
<b>2<sup>nd</sup> and 4<sup>th</sup> Tuesdays</b>	3:30 p.m.	Courtroom 3	Lacey Mental Health Court

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**Jail Services:** The City contracts for jail services with the Nisqually Indian Tribe. The Nisqually Detention and Corrections Center is located at 11702 Yelm Hwy SE, Olympia, WA 98513. Defendants may also be housed at Thurston County Correctional Facility, located at 3491 Ferguson St SW, Tumwater, WA 98512. Defense attorneys will be required to appear at either correctional facility to meet with their clients and to appear for court hearings. Services occur in person and via virtual/telephonic appearances and the discretion of the City and the Court.

**SECTION IV: INTENDED RFP SCHEDULE**

RFP Issued	Tuesday, August 6, 2024
Questions & Answers Submitted	Wednesday, August 14, 2024- by 5:00 pm
Questions & Answers Posted	Tuesday, August 20, 2024- by 5:00 p.m.
RFP's Due	Tuesday, September 3, 2024- by 8 a.m.
Interviews & Presentations (if needed)	Mid-September 2024
Negotiations with Finalist(s)	Early October 2024
Finalize Contract	Late October 2024

**SECTION V: SCOPE OF WORK**

The City will pay defense counsel for representational services, including all necessary attorney services and appropriate support staff services, from the date of appointment through the resolution of the case, sentencing advocacy, investigatory, and legal services including but not 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. Necessary and reasonable expert witness and investigative services will be paid when authorized by the City, see **Addendum A-** Draft Investigative Services Request.

The City is interested in contracting with qualified firms to provide indigent defense services for indigent criminal defendants. Defense counsel shall:

1. Meet Standards for Indigent Defense Services and comply with any and all federal law, state law, local law, rules of professional conduct and/or any other law or regulation pertaining to representation of indigent defendants.
2. Provide services to all indigent criminal defendants who are eligible pursuant to RCW Chapter 10.101. Screening for indigency is determined by an independent

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screening process. All defendants who qualify for appointed counsel will be assigned to defense counsel.

3. Provide legal representation through trial, sentencing, and post-conviction review. Both in-custody and out of custody clients will be assigned to contractors for representation.
4. Be available to provide services in-person and via virtual/telephonic appearances as needed, at the discretion of the City and the Court.
5. Be available to meet with indigent defendants in person and via virtual/telephonic appearances at the Nisqually Detention and Corrections Center, the Thurston County Correctional Facility, or other facilities used by the City as needed.
6. Reporting. Defense counsel shall prepare and make available for City monthly reports delineating each client who has been appointed to defense counsel in compliance with the PSA, see **Addendum B-** Draft Public Defender Monthly Reporting.

Defense counsel shall prepare and make available for the City any necessary grant reporting documentation upon request.

7. Expert Services Fees. The City shall reimburse defense counsel for necessary and reasonable expert witness, investigative, and other services, when authorized by the City.

#### **SECTION VI: TERM**

The contract is anticipated to start January 1, 2025, and be in place through December 31, 2027, with the option to extend the contract for an additional two-year period, at the discretion of the City.

#### **SECTION VII: DRAFT PROFESSIONAL SERVICES AGREEMENT**

A copy of the City's standard professional service contract for Public Defense is included with this RFP, see **Addendum C-** Draft Professional Services Agreement. Candidates should review all of the terms and conditions of the contract, including indemnity and insurance requirements, to ensure that they are able to execute and comply with all of the terms and conditions specified in the contract. 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.

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**SECTION VIII: PROPOSAL FORMAT**

This RFP should be provided electronically in PDF format, no more than 20 pages. A completed response will include:

1. Attorney/Firm Information. Provide the following information about the firm:
  - a. Attorney/firm name and point-of-contact name and contact information.
  - b. A brief overview of attorney/firm business.
  - c. Explanation of services.
  - d. If applicable, describe any potential conflict of interest any attorney or employee may have with the City.
  
2. Proposed Services – Current Standards. Provide a detailed description of the proposed services the attorney/firm is interested in providing in compliance with the *current* WSBA Standards. Include:
  - a. If attorney/firm is seeking a full or partial contract.
  - b. How many cases attorney/firm can represent.
  - c. Which calendars attorney/firm could provide representation at, reference **Table B**. Please include the number of assigned attorneys per calendar.
  - d. Describe any work you plan to complete outside the contract.
  - e. How you would transition current, cases if applicable.
  - f. If attorney/firm is able to provide representation for appeals to Superior Court or Washington Appellate Courts if needed.
  
- 2.1 Proposed Services – WSBA Recommended Standards. Provide a detailed description of the proposed services attorney/firm is interested in providing in compliance with the WSBA Recommended Standards. Include:
  - a. If attorney/firm is seeking a full or partial contract.
  - b. How many credits attorney/firm can represent.
  - c. Which calendars attorney/firm could provide representation at, reference **Table B**. Please include the number of assigned attorneys per calendar.
  - d. Describe any work you plan to complete outside the contract.
  - e. Please describe if and how attorney/firm would demonstrate meaningful progress to achieving these resources described in the WSBA Recommended Standards Four, Five, Six, and Seven, by 2028:
    - a. 3:1 ratio of attorneys to social workers
    - b. 3:1 ratio of attorneys to investigator
    - c. 4:1 ratio of attorneys to legal assistants
    - d. 10:1 ratio of attorneys to supervising attorney
    - e. Firms will not be disqualified from consideration for not providing these services.

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- f. How you would transition current, cases if applicable.
  - g. If attorney/firm is able to provide representation for appeals to Superior Court or Washington Appellate Courts if needed.
3. Proposed Cost. Provide a detailed breakdown of the cost of your proposed services. Include a cost breakdown for both service models described in question two (2).
4. Experience. Describe your experience in providing public defense services and contract performance.
5. Delivery of Service. Describe how you would meet indigent client needs, monitor case/credit loads of attorneys, the type of case management system you use, and how you will supervise attorneys who provide services under this contract.
6. Outside Work. If attorney/firm is providing contract services for a city or county, please provide:
- a. The city/county
  - b. Term of services
  - c. Caseload/credit and other services
7. Performance. Please provide the following information regarding attorney/firm previous contract performance:
- a. If attorney/firm has previously provided contract services for a city or county, please provide any documented review of contract compliance under those contracts.
  - b. Please note specifically any termination for cause of any public contract in whole or in part within the last ten (10) years. Please note any corrective action required under any such public contract.
  - c. Has any attorney proposed to provide services under your proposal been disciplined by WSBA or any other mandatory association of any other state?
  - d. Has any attorney employed by your firm been removed from a case because of a court finding of ineffective assistance of counsel?
  - e. Has any attorney in your firm been monetarily sanctioned by a court for any reason? Provide a summary of the sanction, including the court and date sanction was imposed.
  - f. Has any attorney in your firm had an action for malpractice filed against the attorney in any courts? If so, what is the status or disposition of the filing?



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8. Statement. Please provide a statement warranting that each and every attorney proposed to provide legal services has read and is familiar with the Supreme Court Standards for Indigent Defense, as well as the WSBA Recommended Standards. Each proposer will be required to warrant that the proposal submitted takes into account all required training, infrastructure, and service provision required under the Standards.
9. References. Provide a list of three references who can be contacted regarding the qualifications and experience of the attorney/firm handling this contract. Include:
  - a. Name of reference
  - b. Relationship to individual
  - c. Email address
  - d. Phone number

Submit your completed RFP packet electronically to:

Sadie Siglin, Management Analyst  
City Manager's Office  
E-mail: [sadie.siglin@cityoflacey.org](mailto:sadie.siglin@cityoflacey.org)  
Phone: (360)456-7788

### **SECTION IX: SELECTION PROCESS**

City staff members will review and evaluate all complete proposals.

Proposals will be reviewed with consideration of the following criteria:

- Responsiveness and completeness of proposal
- Experience
- Ability and capacity to perform the work
- Proposed cost and services

Proposals that demonstrate the ability to provide meaningful progress to achieving resources described in the WSBA Recommended Standards Four, Five, Six, and Seven, by 2028 may be given extra consideration over proposals not providing these services.

If necessary, candidates may be invited to interview with an evaluation panel. Based on the RFPs and/or interviews, the selection panel will recommend to the City Manager the firm which, in its opinion best meets the requirements set forth in this RFP and negotiate a professional services agreement.

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The City reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at the City's sole discretion and respondents to this request have no appeal rights or procedures guaranteed.

## **SECTION X: ADDENDUMS**

**Addendum A** provides a draft City of Lacey Investigative Services Request Form.

**Addendum B** provides a draft City of Lacey Public Defender Monthly Report Form.

**Addendum C** provides a draft City of Lacey Professional Services Agreement.

## **SECTION XI: TERMS AND CONDITIONS**

1. The City of Lacey reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.
2. The City of Lacey reserves the right to request clarification of information submitted, and to request additional information from any consultant.
3. The City of Lacey reserves the right to award any contract to the next most qualified consultant if the successful consultant does not execute a contract within thirty (30) days after the selection of the consultant.
4. Any proposal may be withdrawn up until the date and time set forth above for opening of proposals.
5. The contract resulting from the acceptance of the proposal by the City of Lacey shall be in the form supplied or approved by the City of Lacey, and shall reflect the specifications in this RFP. A copy of the City of Lacey's standard contract is included with this RFP, see **Addendum C- Draft Professional Services Agreement**. Proposers should review all of the terms and conditions of the contract, including indemnity and insurance requirements, to ensure that they are able to execute and comply with all of the terms and conditions specified in the contract. The City of Lacey 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 of Lacey.
6. The City of Lacey shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP. The City of Lacey shall not be responsible for any costs incurred by the firm for any work in

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anticipation of being awarded the contract, any work performed prior to the execution of the contract, or any work outside of the scope of the contract unless the contract is modified to include any such work.

7. All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.

The City will disclose those parts of records the proposal has marked “proprietary information” only to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the proposer has given the City express advance written permission to disclose the records. “Authorized persons” means those City officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to the City.

If the City receives a public disclosure request for records that the proposer has marked “proprietary information”, the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If the City has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

### 8. Compensation:

- a. Upon selection of the most qualified firm, the City of Lacey will negotiate a price which it determines fair and reasonable. If the City of Lacey is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will terminate and the City of Lacey may select another firm.
- b. Payment by the City of Lacey for contracted services shall be made on a monthly basis thirty (30) days after the services have been performed.
- c. Payment for any additional services must be pre-authorized by the City of Lacey. An itemized billing statement is submitted in the form specified by the City of Lacey. Payment shall be made on a monthly basis thirty (30) days after receipt of such billing statement.

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9. Proposal Acceptance/Rejection: The City of Lacey reserves the right to accept or reject any or all proposals received from this RFP, or to negotiate separately with any Proposer, and to waive any informalities, defects or irregularities in any proposal, or to accept that proposal which, in the judgment of the proper officials, is in the best interest of the City of Lacey.
  
10. Award: The City of Lacey reserves the right to award the contract to the defense counsel that it deems to offer the best overall proposal. The City of Lacey is therefore not bound to accept a proposal on the basis of lowest price, and further, the City of Lacey has the sole discretion and reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the City.
  
11. Assignment: The awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any of its rights, title, or interests therein, without the prior written consent of the City of Lacey.
  
12. Additional Language: The City of Lacey reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects, such as omissions or misstatements, which are discovered after the RFP is issued, or that reflect State or Federal Law changes, or as required by funding entities.