



**REQUEST FOR PROPOSAL #3549
PUBLIC DEFENSE SERVICES
Due: October 17, 2005, 3:00 PM Pacific Local Time**

The City of Shoreline is seeking proposals (RFP) from firms or individuals to perform indigent defense services for individuals charged with misdemeanor or gross misdemeanors before Shoreline District Court – City of Shoreline Calendar. Services will be provided for clients from the time they are assigned from the Court to initial resolution, including sentencing if applicable, to begin January 1, 2006.

Background Information

The City of Shoreline, incorporated in 1995, is located 15 miles north of downtown Seattle. The City contracts with King County District Court to provide court services two days a week, using the Shoreline District Court located at 18050 Meridian Avenue North in Shoreline. Prosecution services are provided under contract, by Sarah Roberts. The Schlotzhauer Firm, PC, is currently providing Public Defense Services.

The case loads for the past months are as follows:

Month	Charges Filed
January 04	69
February 04	77
March 04	87
April 04	88
May 04	71
June 04	66
July 04	53
August 04	58
September 04	48
October 04	55
November 04	60
December 04	57

The King County Office of Public Defense, using an interlocal agreement, provides indigency screening services. Cases which may pose a conflict of interest utilize the services of Cordi & Bejarano, Inc., for legal representation.

Statement of Work

Scope: The scope of this Request for Proposal involves providing legal representation to indigent (or nearly indigent) individuals charged with misdemeanor or gross misdemeanor offenses. This includes:

- Arranging pre-hearing conferences
- Attending hearings
- Scheduling trials
- Preparing pleas and pleadings
- Counseling clients
- Conducting research
- Reviewing discovery materials
- Other work essential to providing ordinary legal representation for accused from receipt of Order Appointing Public Defender

The individual or firm selected will provide an adequate number of defense counsel to efficiently manage the court calendar, in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient counsel shall be provided to represent defendants during vacation and illness.

Time and Conference Requirements:

- Monthly billings prepared ten (10) working days after the end of each calendar month using the City's Exhibit B – Billing Voucher
- Monthly progress reports submitted monthly in printed and electronic format (Microsoft Excel 2002) showing client name, client offense(s), case number, hearing dates, and case outcomes submitted with monthly billings.
- Quarterly Progress Conferences with the City's representative to review performance, develop and monitor performance benchmarks, review issues of common concern.
- District Court or city initiated meetings to review, revise or enhance the operating performance of judicial functions.
- End of contract conference with the City's representative

Term

The first term of this contract shall run for one year. The contract may be renewed up to four (4) additional terms in one-year increments for a total possible life of five terms (5 years). The City retains the sole option to offer to renew the contract for an additional term. If the City intends to offer a renewal for an additional term the notice shall be sent approximately sixty (60) calendar days prior to the end of the current term. A renewal is contingent upon acceptance of the offer by both Parties. Award of a contract is no guarantee that all terms will be awarded.

Submittal Requirements

Proposals shall be limited to 25 single-spaced, double-sided (one side equals one page) typewritten pages (except as noted below) addressing the following items:

- Cover letter of interest, signed and dated
- Qualifications
 1. Background, demonstrated experience, and familiarity with the law, regulations and public defense services
 2. Ability to comply with the Americans with Disabilities Act, Equal Employment Opportunity, and any other applicable County, State or Federal laws.
- Method and approach demonstrating the individual or firm, including support staff, to meet the deadlines of providing services to meet the City's objectives, including the individual(s) in charge of contractual arrangements or managing the contract.
- A schedule outlining each major milestone and completion dates required to provide services by January 1, 2006.
- Professional references, within the last ten years, who can attest to the individual's for firm's abilities.
- Resumes for the individual(s), including support staff, to be assigned to complete the required services (no page limit on resume pages).
- Provide proposed cost for offering public defense services. Costs are to be expressed in case unit terms, with fees based upon each case managed. Costs should reflect both a two-day and two-and-a-half-day court calendar, to allow for changes that may take place in the future. Fees which incorporate unit measures other than a 'per case' fee are encouraged, but can only be submitted as an alternative for the City consideration. Examples of alternative unit measures for consideration include (but are not limited to):
 - Flat monthly rate
 - Flat quarterly rate
 - Flat annual rate
 - Flat term of contract rate
 - Flat hourly rate
 - Per hearing rate
 - Per trial rate
 - Per defendant rate
 - Cost plus qualified expenses rate
 - A combination of any of the above

One unbound original and three copies of the RFP shall be submitted to the City of Shoreline, City Clerk's Office, 17544 Midvale Avenue North, Suite 100, Shoreline, WA 98133-4921. The deadline for proposals by interested parties is October 17, 2005 by 3:00 PM, Pacific local time. Proposals received after this time will not be accepted for consideration.

Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposal. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.

Questions

If questions arise about any aspect of the Request for Proposal that require clarification or interpretation, applicants may make a written request to the City Clerk. All written correspondence must be addressed to:

Questions for RFQ # 3549
Attn: Human Services Manager
Fax No. (206) 546-1524
Email at rbeem@ci.shoreline.wa.us

Questions via phone will not be accepted. Unless authorized by the Human Services Manager, no other City official or employee can speak for the City regarding this Request for Proposal. The City is not bound by information, clarification, or interpretations from other City officials or employees. Consultants should not contact City officials or employees, other than the Human Services Manager or designee. Failure to observe this requirement may be grounds for rejection of the submittal.

An official written answer will be provided to all questions received by 2:00 PM (Pacific local time) on October 10, 2005. Written questions received after the deadline may not be considered. Responses to individual questions will be made available to all respondents, via email and be posted on the City of Shoreline's website at www.cityofshoreline.com on or before 2:00 PM (Pacific local time) on October 13, 2005. The due date for receipt of proposals is 3:00 PM (Pacific local time), October 17, 2005.

Interested candidates may submit inquiries prior to the submittal deadline. Following the submittal deadline, the City will not receive any additional requests, inquiries or information from any interested party. The only request that the City will accept shall be information regarding the anticipated award date and/or the list of individuals/companies that submitted. Attempts after the bid submittal deadline, to provide further information or inquiries beyond the specified facts, may be grounds for rejection of a submittal.

Evaluation Criteria

- Proposals will be evaluated using the following criteria:
- Experience in performing the type of work requested
- Completeness and quality of the response to this RFP
- Organization and demonstrated ability to perform the work requested within the established schedule
- Method and approach to providing the requested services

- Experience of key personnel assigned to this contract
- Previous experience of similar projects
- References
- Cost to perform requested work

The City's Evaluation Team will use the following criteria to evaluate each RFP.

<u>Criteria</u>	<u>Points</u>
Related experience	0-20
Quality of RFP response	0-10
Method and Approach	0-10
Expertise of key staff	0-20
Previous experience on similar projects	0-10
References	0-20
Cost	<u>0-10</u>
Maximum Points	100

The proposal package will be the basis on which interested candidates will be selected. At the City's option following the Evaluation Team's review of Proposals, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Panel. The City's representative will provide additional details outlining the schedule and preferred content of such oral presentation. Upon completion of the evaluation, the City's Evaluation Panel will determine the most qualified firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected individual or firm.

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may be considered non-responsive and may be subject to disqualification. The City reserves the right to change the proposal schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the proposal. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the Proposal materials. The City reserves the right to refrain from contracting with any respondent. Individuals or firms eliminated from further consideration will be notified by mail by the City as soon as practical.

Schedule for Selection

RFP Released	9/26/2005
Deadline for Receipt of Written Inquires	10/10/2005
Written Responses Distributed	10/13/2005
Proposal Due Date	10/17/2005
In-house screening and short listing of candidates	10/24/0005
Interview for short listed candidates	Week of 10/31/2005

Recommend finalist selected	11/04/2005
Negotiate and finalize proposal contract	11/10/2005
City Council review/approval of contract	11/28/0005

City Contract

In addition to carefully reading all of the information in the RFP, all Proposers must carefully read and review the attached sample contract (attached). The successful Proposer shall be required to enter into a contract with the City of Shoreline, which will be substantially similar to the sample attached.

Therefore, the Proposer must recommend any proposed changes to the sample contract which the Proposer desires. All changes must be made legibly and conspicuously in red ink on all copies submitted. Page(s) on which the change(s) appear must be tabbed as to be easily identified. The Proposer must also provide the rationale for all changes.

The City will evaluate the extent of the proposed changes to determine whether the contract meets the 'substantially similar' requirement. Such determination is the sole province of the City.

End of RFP Document



Contract No.
Brief Description:

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and _____, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and reimbursable expenses.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Consultant shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term and Time of Completion.

- A. The term of this Agreement shall commence _____ and ends at midnight on the ___ day of ___, 20__.
- B. The work, as described in Exhibit A, will be scheduled for completion by no later than the day of ___, 20__.

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 60 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Consultant, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) City shall be an additional insured and Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

A. Professional Liability insurance appropriate to Consultant's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

_____ City Attorney

B. Commercial General Liability insurance covering premises, operations, independent contractors liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

If initialed, above insurance requirement is waived.

_____ City Attorney

C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.

If initialed, above insurance requirement is waived.

_____ City Attorney

9. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Consultant Name:
Name of Firm:
Address:
Address:
Phone Number:

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

14. General Administration and Management.

The City's contract manager shall be (name and title): _____.

15. Severability.

Any provision or part of the 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 thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

By: _____

Name:

Name:

Title:

Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Flannary P. Collins
Assistant City Attorney

Attachments: Exhibits A, B, C

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Contract Expiration Date: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, <i>(including amendments)</i>	\$ _____	
Previously Billed		\$ _____
Current Invoice Request		\$ _____
Total Payments Requested to date	\$ _____	
Contract Balance Remaining	\$ _____	

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
_____ City of Shoreline	Date: _____

**EXHIBIT C
CITY OF SHORELINE**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue 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 us 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 Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # ____ - _____

SS # _____ - _____ - _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)