

**CITY OF ROY
REQUEST FOR PROPOSALS**

For Public Defense Services

Submit no later than 10/16/2023, 2023 by 4:00 p.m., Roy Local Time

The City of Roy, Washington is soliciting proposals (RFP) from individuals or firms interested in providing effective counsel to indigent defendants charged in the City of Roy with misdemeanor and gross misdemeanor crimes, and violations of the Roy Municipal Code.

Primary Objectives

The primary objectives are to provide indigent defense services for:

- 1) eligible individuals at in-custody release hearings following arrest and booking (probable cause and bail hearings) at the Nisqually Jail.
- 2) eligible individuals charged with misdemeanors or gross misdemeanors, and violations of the Roy Municipal Code before the City of Roy Municipal Court.

This includes representing indigent individuals during their arraignment through trial, sentencing, post-sentence review, and any appeals to the Pierce County Superior Court, Washington Supreme Court, or Washington Court of Appeals, if necessary. This work is to begin on or after January 1st, 2024.

The initial term of this contract shall be two (2) years. The City will retain the right to renew the contract for up to four (4) additional terms in one-year increments, for a total possible contract life of six (6) years.

Background

The City of Roy, incorporated in 1908, is located in south Pierce County and has a population of roughly 800. The City's Municipal Court operates at City, located at 216 McNaught St S, Roy, WA 98580. Prosecution services are provided under contract by Anneke Berry.

For Jail Services, the City utilizes Nisqually Jail facilities as booking facilities for Roy defendants, with Nisqually Jail serving as the primary booking facility. In-custody first appearance hearings (probable cause and bail hearings) are held in the jail courtroom. The City of Roy provides in-custody public defense services at the courtroom. These in-custody hearings will be held using two-way video communication.

The city has assigned an average of 3 cases per month 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.

Preliminary Timeline

RFP Released	September 25th, 2023
Deadline for Receipt of Questions/Inquires	October 9 th , 2023
Proposal Due Date	October 16 th , 2023
Interviews for short listed candidates by Evaluation Panel, if conducted	October 30 th , 2023
Recommended finalist selected	November 6 th , 2023
Negotiate and finalize service contract	November 13 th , 2023
City Council review/approval of contract	November 27 th , 2023

Scope of Work

The scope of work includes indigent defense services and other related services and tasks.

1. Primary Scope of Work

The licensed and in good standing attorney/firm will provide effective legal representation for indigent or nearly indigent individuals during in-custody release hearings and those charged with misdemeanor or gross misdemeanor offenses by the City of Roy’s prosecuting attorney.

Legal representation must be available on a regular basis at the City of Roy and Nisqually facilities. The Attorney 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. The City’s regular court calendar days are on one Tuesday a month (schedule based on staff availability. Schedule created annually.) beginning at 10:30 a.m. – 3:00 p.m. at the RMC. Jury trials are set at pre-trial dates.

The Scope of Work is expected to include, but not be limited to, the following tasks:

- In-custody probable cause and bail hearings
- Arranging pre-hearing conferences
- Attending hearings
- Preparation and negotiation of pre-trial hearings
- Motion hearings
- Readiness hearings
- Preparing pleas and pleadings
- Counseling clients
- Conducting research
- Reviewing discovery materials
- Scheduling and preparing for trials
- Attending bench and jury trials
- Other work essential to providing ordinary legal representation for the accused from receipt of Order Appointing Counsel

2. Other Requirements

A. Conference and Reporting Requirements

- Progress reports in electronic format (Microsoft Excel) showing client name, client offense(s), case number, hearing dates, and case outcomes submitted with monthly billings and to the City.
- Quarterly Progress Conferences with the City's representative to review performance, develop and monitor performance benchmarks, review issues of common concern and review of quarterly caseload documents/records including:
 - the number of cases assigned during the period and the time spent on each case;
 - the disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed of by plea;
 - the number of cases in which a motion was brought with the Court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated;
 - the number of cases in which an investigator was utilized;
 - the number of cases which were set for trial including cases in which the defendant failed to appear;
 - the number and type of criminal cases handled outside of this contract (including cases assigned by another public entity); and
 - the percentage of the Attorney's practice spent on civil or other non-criminal matters.
- End of annual term conference with the City's representative.

B. Sufficient Counsel

Sufficient counsel shall be provided to represent indigent defendants during periods when counsel takes leave for vacation, illness, or is otherwise unavailable.

C. Twenty-Four Hour Telephone Access

The individual or firm selected shall provide to the City of Roy Police Department the telephone number(s) at which an attorney may be reached for "critical stage" advice to indigent defendants during the course of police investigations and/or arrest twenty-four (24) hours each day.

D. Associated Counsel

- i. Any counsel associated with, contracted or employed by the selected individual/firm shall have the authority to perform the services set forth in this Scope of Services. The individual/firm and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar.
- ii. The selected individual/firm shall be responsible for this Agreement, notwithstanding that other counsel may be employed or associated by the Attorney to perform services hereunder. The selected individual/firm shall actively supervise associated and employed counsel throughout the term of this Agreement and during any renewals or extensions, to ensure that all cases are promptly and effectively handled from the time of appointment until the conclusion of the representation of assigned clients.

E. Attorney Conflict

In the event that the selected individual/firm is prevented from representing any defendant by presence of a conflict of interest, as under Washington's Rules of Professional Conduct, the defendant shall be referred back to the City for further assignment without cost to the Attorney.

F. Introduction to Clients

The selected individual/firm will also provide at its expense an introduction letter to each client at the beginning of legal representation. This letter will advise the client of his/her responsibilities, how to contact the attorney assigned to the case, and when to do so. It will also include the name and telephone number of the City of Roy representative they can contact regarding complaints about their legal representation.

G. Discovery Provided

The City shall provide to the selected individual/firm, at no cost to the selected individual/firm or defendant, one copy of all discoverable material concerning each assigned case. This material shall include, where relevant, a copy of the abstract of the defendant's driving record.

H. Transfer of Caseload

Legal representation will extend through initial disposition of the client's matter. Upon conclusion of the selected individual's/firm's contractual relationship with the City, all cases assigned prior to the Agreement term expiration, including those which have not reached resolution, initial or otherwise, shall be transferred to the new service provider as efficiently and practicably as possible and within the guidelines and restrictions of the Rules of Professional Conduct. Cases in progress at the Agreement expiration or termination will be compensated at an hourly rate until completed or transferred to the new service provider, whichever is most efficient and simultaneously allows for the protection of the rights of the accused.

RFP Evaluation Components/Criteria

Submittal Requirements

One unbound original in pdf format of the RFP shall be submitted to the City of Roy, City Clerk's Office, at 216 McNaught St S, Roy, WA 98580. The deadline for proposals by interested parties is October 16th, 2023, by 4:00 p.m., Pacific Standard Time.

The following format and content shall be adhered to by each firm and presented in the following order:

A. Executive Summary (Page Limit - 2)

An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Roy, Washington, and the office from which the project will be managed.

B. Approach (Page Limit - 2, excluding resumes)

1. **Project Organization and Staffing:** Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
2. **Include resumes of each member of the project team.** List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.
3. **Cost:** Provide estimate of cost and billing rationale.

C. Related Experience (Page Limit - 2)

Describe recent (within the last three years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director. At least five references should be included. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed.

The City's Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
Approach	Maximum 25 Points
Related Experience	Maximum 25 Points
Expertise of Project Team	Maximum 20 Points
Cost	Maximum 30 Points
Maximum Points	Maximum Points 100

The proposals will be the basis from which interested individuals or firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Panel. The City will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Panel will determine the most qualified individual or 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 individual or firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. 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.

Proposals remain confidential until closing deadline after which proposals are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposers shall mark as "proprietary" any information that the Proposer believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests.

Any Proposal may be withdrawn, either personally or by written request, at any time prior to the time set for the Proposal submittal deadline.

The City of Roy, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.