

**City of Seattle
Public Defense Services**

Request for Proposals

RFP Schedule

The City Budget Office (“CBO”) reserves the right to change the RFP Schedule as needed.

Request for Proposals Issued	February 16, 2011
Proposers’ Conference	February 22, 2011 at 11:00 am in the Memorial Conference on the sixth floor of Seattle City Hall (600 Fourth Avenue between Cherry and James).
Due Date for Proposals	March 16, 2011. Must be received by 4:00 pm
Notification of Awards Issued	March 31, 2011
Deadline for Appeals	April 14, 2011. Must be received by 4:00 pm
Complete Contract Negotiations	May 16, 2011
Contract Period	July 1, 2011 – June 30, 2014

February 16, 2011

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INTRODUCTION AND OVERVIEW

Purpose: The City of Seattle’s City Budget Office (CBO) is seeking proposals from law firms to provide effective counsel to indigent defendants charged in Seattle Municipal Court with misdemeanor and gross misdemeanor crimes. Proposals meeting the requirements of this RFP will only be accepted from non-profit law firms (i.e. a 501(c)3 or similar IRS tax status) hereinafter referred to as “Firm or “Proposer”.”

Background: The City of Seattle is responsible for providing indigent defense services to persons charged with misdemeanor and gross misdemeanor crimes who meet certain financial eligibility criteria. Seattle currently contracts with three non-profit law firms to provide public defense services. Seattle will contract directly with a single non-profit law firm to handle approximately 4,180 case credits as the primary public defender (Primary Defender) for the City. A contract with a second non-profit law firm (Secondary Defender) will handle approximately 2,660 case credits. A third public defender agency (Third Defender) will handle cases where both the Primary and Secondary agencies have a conflict (estimated to be 133 case credits) in addition to the administration of assigned counsel cases (where all three defender agencies have identified a conflict.) Please see Attachment I for a number of tables showing historical workload information.

Period of Performance: The period of performance for the Primary, Secondary and Third Defender contracts will be from July 1, 2011 through June 30, 2014. Prior to the conclusion of the contract period, the City will issue a Request for Proposals for public defense services.

Funding Available: This is a competitive process. Up to \$3,686,332 annually is available to fund a 2011 contract with the Primary Defender to handle an estimated total of 4,180 credits; Seattle Mental Health Court; Community Court; DWLS Diversion Court; and arraignment and intake calendars (see page 16, “Scope of Services” section for further detail). Up to 1,376,614 annually is available to fund a 2011 contract with the Secondary Defender to handle a caseload of 2,660 credits. Up to \$143,746 is available to fund a 2011 contract with the Third Defender to handle a caseload of 133 cases and the administration of the Conflict Attorney Panel.

Estimated Workload and Funding

	Caseload Credits	Calendar Attorneys	Total Attorneys	Funding
Primary	4,180	11.00	7.60	\$3,686,332
Secondary	2,660	7.00	0.00	\$1,376,614
Third	133	.50	0.00	\$143,746
Total	6,973	18.50	7.60	\$5,206,692

These figures use the City’s caseload standard of 380 assigned credits per attorney annually. Case credits are defined as follows:

- Misdemeanor Case = 1 case credit
- Misdemeanor Probation = 0.6 case credit
- Misdemeanor Appeal = 4 case credits
- Misdemeanor Writ = 3 case credits

Firms may submit proposals either at or less than the amount of funding available. Proposals that exceed the available funding limits will not be considered.

The City is giving these dollar and workload figures to provide a basis for a comparison between the RFP responses. Actual funding for these contracts will be determined during contract negotiations and will be dependent on the projected workload for 2011 and the amount of funds provided in the 2011 City budget. Funds will be pro-rated in 2011 to reflect the 6 month contract period (the new contracts will go into effect July 1, 2011).

PROPOSAL PROCESS

RFP Coordinator

The RFP Coordinator is:

Linda Taylor-Manning, Policy Advisor
City Budget Office
P.O. Box 94747
Seattle, WA 98124-4747
Telephone: 206-684-8376
Email: Linda.Taylor-Manning@seattle.gov
Agency website: <http://www.seattle.gov/budgetoffice/>
Fax: 206-233-0085

The City Budget Office is located on the sixth floor of Seattle City Hall (600 Fourth Avenue between Cherry and James).

Communications

All Proposer communications concerning this RFP should be directed in writing to Linda Taylor-Manning, the RFP Coordinator or Catherine Cornwall, Senior Policy Analyst, CBO. Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this RFP. Proposers who seek to obtain information, clarification, or interpretation from other City officials or employees are advised that such material is used at the Proposer's own risk, and the City will not be bound by any such representations. Contact regarding this RFP process with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the Proposer's proposal.

Proposers' Conference

To assist firms in the preparation of their proposals, a proposers' conference will be conducted on February 22, 2011 at 11:00 a.m. in the Memorial Conference Room on the sixth floor of Seattle City Hall (600 Fourth Avenue between Cherry and James). This meeting will be your best opportunity to get your questions answered. If you are unable to attend this meeting, you may submit questions in writing to Linda Taylor-Manning. Questions must be received by 4:00 p.m. on February 22, 2011 to be accepted. Questions will be documented, answered in written form, and posted on the City of Seattle eBid Exchange web site:

<https://www.ebidexchange.com/seattle>. Notwithstanding efforts by the City to provide such information to Proposers, it remains the obligation and responsibility of the Proposer to learn of any courtesy notices, reminders, questions, answers, addenda and similar announcements issued by the City.

Addenda

Proposers who wish to receive addenda to this RFP (if any), answers to questions posed by other proposers, and related information, must submit a Letter of Intent to the RFP Coordinator **no later than 4:00 p.m. Friday, February 25, 2011.**

Proposal Submittal

1. Proposals must be received no later than the date and time given in this RFP or as revised by Addenda.
2. All pages must be numbered sequentially in 12 point type size. Questions must be answered in the order presented in the RFP.
3. One (1) complete copy of the proposal, plus the original must be submitted. Proposals should be double-sided. Facsimile and e-mail copies are not a substitute for the hard-copy documents.
4. Additionally, an electronic copy of the proposal must be submitted on disc(s).
5. Responses should be in a sealed box or envelope clearly marked with the RFP title "Public defense Services RFP" and addressed to the RFP Coordinator. If RFPs are not clearly marked, the Consultant bears all risks of the Proposal not being properly delivered.
6. The RFP response may be hand-delivered or must otherwise be received by the submittal deadline at the address provided below.
7. The Proposer has full responsibility to ensure the proposal arrives at the address provided within the deadline. The City assumes no responsibility for delays caused by the United States Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Responses arriving after the deadline may be returned, unopened, to the Proposer, or may simply be declared non-responsive and not subject to evaluation, or may be found to have been received in accordance to the solicitation requirements, at the sole determination of the City.
8. Proposals shall be signed by an official authorized to legally bind the Proposer and any Sub-Proposers.
9. Proposer may attach any brochures and materials that will assist the City in its evaluation.

The original and one (1) copy, and the electronic copy of each proposal must be submitted to:

Seattle City Budget Office
ATTN.: Linda Taylor-Manning
600 Fourth Avenue, 6th Floor
P.O. Box 94747
Seattle, WA 98124-4747

Proposals may be mailed or delivered in person but must be received at the above address **no later than 4:00 p.m. Monday, March 16, 2011**. Faxed or emailed copies will not be accepted. Firms are solely responsible for ensuring that Proposals are delivered on time. The City is not responsible for late delivery caused by the Postal Service or private carriers. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for the receipt of Proposals. Responses received after the deadline will be returned unopened and will not be evaluated.

Cost of Preparing Proposals

The City will not be liable for any costs incurred by the Proposers in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer selection process.

Local and State Requirements

The Proposers selected as a result of this RFP must have a valid City of Seattle Business License prior to final execution of the Contract. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Proposers and not be charged separately to the City. Sub-Proposers performing work within the City of Seattle shall possess a City of Seattle Business License. If the Selected Proposer does not have a current Seattle Business License, they shall immediately obtain the License and ensure all City taxes are current. If the Proposer believes it is exempt, the Proposer must provide an explanation to the RFP Coordinator and confirmation by the Revenue and Consumer Protection Office (RCP). Out-of-state and foreign-owned businesses are NOT exempt. The licensing Web site is <http://www.seattle.gov/rca/taxes/taxmain.htm>.

The Proposers selected as a result of this RFP must be authorized to do business in the State of Washington prior to final execution of the Contract and shall be required to provide a Washington State Unified Business Identifier (UBI) number. Information on obtaining authorization to do business in the State of Washington should be addressed to the Washington State Department of Revenue at 1-800-647-7706.

The laws of the State of Washington shall govern the contract executed between the selected Proposers and the City, and any interpretations or constructions. Further, the place of performance and transaction of business shall be the City of Seattle, State of Washington; in the event of litigation, the exclusive venue and place of jurisdiction shall be the Superior Court for King County, Washington.

General Guidelines and Requirements

- This RFP should be interpreted in a manner consistent with the Rules of Professional Conduct, and the constitutions and laws of the United States and Washington State. Nothing should be read to limit the representation or scope of duties of counsel with respect to the Rules of Professional Conduct.
- It is the Proposer's responsibility to carefully review all specifications, requirements, General Conditions, insurance requirements, and other requirements herein. Submittal of a Proposal is conclusive evidence that the Proposer understands all requirements and specifications without exception. Consultants must comply with all Federal, State and City laws, ordinances and rules.
- The City is under no obligation to accept any exceptions requested or marked by the Proposer to the RFP and the City may choose to disregard any such exceptions.
- All provisions of this RFP will become part of the Contract and all materials submitted in response to this RFP will become the property of the City upon delivery to the RFP Coordinator. The Proposer's written response to the RFP may also become a part of the Contract. The City reserves the right to reject items in the response to the RFP.

- The City reserves the right to:
 - Revise the RFP schedule;
 - Revise the RFP and/or to issue amendments to the RFP;
 - Reject, cancel or to reissue the RFP in whole or in part if it is deemed in the City's best interests, with no penalty, prior to the execution of a contract;
 - Refrain from contracting with any and all firms and/or to contract with a qualified firm at a date later than the date specified in this RFP.
 - Waive any formality in Proposals received and to waive immaterial defects and minor irregularities in Proposals.
 - Correct arithmetical errors in a Proposal,
 - Re-advertise for Proposals,

The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.

- Prior to the proposal submittal closing date and time established for this RFP, Proposers may withdraw or modify their Response any time before the submittal deadline by a dated written request, signed in the same manner and by the same person who signed the proposal. No change to the original proposal shall be made after the proposal closing date and time, but shall be subject to clarification and negotiation as discussed hereafter (see, "Selection Process"). Any firm that withdraws from this RFP process understands that its written proposal to the RFP will not be returned.
- Clarification of responses: As part of the evaluation process, and at the discretion of CBO staff and/or the review panel, firms may be asked to clarify specific points in their respective responses. The City reserves the right to request oral presentations from applicants. The City's requests for a clarification of a firm's response shall not be construed as giving that firm the right to amend its response or to provide additional written materials, unless expressly requested by the City and/or the review panel.
- Any contract resulting from this RFP will be between the City of Seattle's Facility and Administrative Services department and the firm. It is required that the Selected Firm(s) will provide all services and will not subcontract or otherwise assign any of the work awarded through this contract without formal, written authorization from the contract administrator. This does not apply to the use of expert services.
- The Selected Firm(s) will be required to maintain administrative books, records, documents, and other evidence directly related to performance of the work and financial records in accordance with generally acceptable accounting procedures. Such disclosure shall not include information which falls within attorney/client privilege. All such records must be retained for a period of six (6) years after completion of work. The City of Seattle, or any of its duly authorized representatives, shall have access to any such books, records and documents for inspection, audit and copying during the contract and retention periods.
- Firms participating in this RFP shall not coordinate or discuss their proposals to provide legal services to the City of Seattle. Federal and Washington State antitrust laws make it per se illegal for such competitors to agree to fix prices, reduce output, allocate customers, or rig proposals. See 15 U.S.C. § 1; RCW 19.86.030. Any agreement to, for example, coordinate proposals, refuse to propose, or establish the rates at which services would be offered, would

be a per se violation of the antitrust laws and could subject the participants to criminal penalties. Any firms participating in such activities shall be disqualified from the RFP process. *See Federal Trade Commission v. Superior Court Trial Lawyers Association*, 493 U.S. 411 (1990) (Antitrust laws prohibit lawyers from colluding as to the amount they would charge the District of Columbia government for their services.)

- All proposals and materials submitted under this RFP shall be considered public documents at the time of the proposal deadline and may be reviewed by appointment by anyone requesting to do. If a Proposer considers any portion of his/her Proposal to be protected under Washington State law, the Proposer shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” If a request is made for disclosure of such portion, the City will determine whether the material should be made available under Washington State law. If the material does not appear to be exempt from public disclosure under the law, the City will notify the Proposer of the request and allow the Proposer five (5) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the City will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the City on account of actions taken under such procedure.
- Each defender firm is required to sign labor peace/labor harmony agreements between the firm and any labor organization that has informed the City or the firm that it seeks to represent employees at the firm. The labor peace/labor harmony agreements will be for the purpose of establishing ground rules for the conduct of the firm and the union during any union organizing effort and collective bargaining process that will guarantee uninterrupted services and to avoid picketing and/or other economic action at the firm that might adversely affect the interests of the City.

Social Equity Requirements

(See Exhibit 1)

Public Disclosure and Ethics

(See Exhibit 2)

Invoicing and Payment Schedule

Invoices may be submitted no more than monthly and no less than quarterly after the Work has been performed or expenses incurred. Supporting documentation is required for reimbursement of all expenses related to the Scope of Work. Supporting documentation includes, but is not limited to, paid invoices to vendors, paid expense claim forms, canceled checks, etc. The documentation must also include the dates of service to ensure that the work being paid for is for the current period that work was performed. Payment shall be considered timely if mailed by the City to the Proposer within thirty (30) calendar days after receipt of properly completed Invoice. Payment shall be sent to the address designated by the Proposer on the Invoice. The City may, at

its sole discretion, withhold payments claimed by the Proposer for services rendered if the City has determined that the Proposer has failed to satisfactorily comply with any term or condition of this Contract. The City does not incur liability for any payment to the Proposer that is subsequently disallowed by any Federal, State or local regulations. The City reserves the right to withhold or recoup payment for work or activities determined by funding agencies to be ineligible for reimbursement.

Irregular Proposals

A Proposal will be considered irregular and non-responsive, and will be rejected if:

- The Proposal does not constitute a definite and qualified offer to meet the material terms of the RFP; or
- The Proposer has been disqualified or otherwise debarred from doing business with the City of Seattle; or
- A Proposer is a member of a Joint Venture or partnership and the Joint Venture or partnership submits a Proposal for the same Project (in such an instance, both Proposals may be rejected)
- Sufficient evidence of collusion exists with any other Proposer or potential Proposer. Participants in collusion will be restricted from submitting further Proposals and may be debarred pursuant to SMC 20.70.
- A Proposer fails to acknowledge addenda that the City has issued for inclusion to the RFP proposal.

Disqualification of Proposers

At the sole discretion of the City, a Proposer may be deemed not responsible and its Proposal rejected and the Proposer disqualified if:

- More than one Proposal is submitted for the same Project from a Proposer under the same or different names; or
- A Proposer, in the opinion of the City, is not qualified for the Work specified; or
- An unsatisfactory performance record exists as shown by past or current Work for the City, or for others, as judged from the standpoint of conduct of the Work, environmental or safety compliance records, workmanship, progress, affirmative action, or equal employment opportunity practices; or
- There is uncompleted work (City or otherwise) which might hinder or prevent the prompt completion of the Work; or
- The Proposer failed to settle bills for labor or materials on past or current contracts; or
- The Proposer has failed to complete a public contract or has been convicted of a crime arising from a previous public contract; or
- The Proposer is unable, financially or otherwise, to perform the Work; or
- A Proposer is not authorized to do business in the State of Washington; or
- The Proposer failed to meet the Affirmative Efforts requirements of SMC Ch. 20.42; or
- The Apparent Successful Proposer fails to have or take efforts to immediately obtain a City of Seattle Business License; or
- For any other reason deemed proper by the City.

SELECTION PROCESS

Proposal Review Process

A review panel will evaluate the proposals submitted. Proposals will be rated based upon the criteria and requirements contained in this RFP. If additional information or clarification is requested by the panel, City staff may contact the law firms to obtain this information. The review panel may also choose to interview one or more of the law firms. The review panel will then make a recommendation to the Mayor who will select the Primary, Secondary, and Third Defender agencies. Staff may conduct telephone interviews as needed to clarify information provided in a firm's response.

Most Favorable Terms

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms. If awarded, firms should be prepared to accept the terms they proposed for incorporation into a contract resulting from this RFP.

Selection Criteria

Proposals will be rated according to criteria specifically described and weighted for the Primary, Secondary and Third Defenders under "Proposal Requirements" beginning on page 26. It includes the following areas.

Criteria
Responsiveness to Proposal Requirements
Experience in Providing Defense Services and Contract Performance
Financial Management
Proposed Delivery of Services
Collaborative Justice Programs (Primary Defender only)
Proposed Services and Cost
References

Professional References

Proposers shall provide a list of professional references with full contact information. References shall be relevant to the Scope of Work for the Project, and experience in similar jobs or projects. The City reserves the right to contact references other than those provided by the Proposer

Contract Negotiations

The City intends to complete contract negotiations with the Firms by May 16, 2011. Per Ordinance 122602, the City Council must approve Public Defense contracts prior to execution. The City intends to provide all contracts and appropriate legislation to City Council by May 23, 2011. It is estimated that Council will approve the contracts and legislation by June 27, 2011 for implementation by July 1, 2011. In the event the City Council fails to approve the appropriate

legislation by June 27, 2011, or at any other time, the City reserves the right to cancel the RFP process or postpone the process until such approval is obtained.

The City may attempt to negotiate a contract with the Firm or Firms selected on terms that it determines to be fair and reasonable and in the best interest of the City, including the best interests of the population served by the contract. If the City is unable to negotiate such a contract with any one or more of the firms first selected on terms that it determines to be fair and reasonable and in the best interest of the City, including the best interests of the population served by the contract, negotiations with any one or more of the firms may be terminated or suspended. In the event of a negotiation impasse with any firm, in accordance with the procedures set forth in this RFP, The City reserves the right without penalty and at its sole discretion to:

- Reject the Proposer's proposal and select the next preferred Proposer;
- Take no further action to continue the award and/or execution of contracts under this RFP;
- Reissue the RFP with any changes CBO deems appropriate; or,
- Take any other action.

If the City decides to continue the process of selection, negotiations shall continue with a qualified firm or firms in accordance with this section at the sole discretion of the City until a Contract is reached with one or more qualified firms. The process may be repeated until a contract is reached.

Insurance Requirements

Insurance Transmittal Form (See Exhibit 3)

APPEAL PROCESS

CBO will notify all proposers in writing of the status of their proposal(s). Written appeals may be made to the RFP Coordinator: Linda Taylor-Manning, Policy Advisor, City Budget Office, 600 Fourth Avenue, 6th Floor, P.O. Box 94747, Seattle, WA 98124-4747 within ten business days of official notification of awards (Due April 14, 2011). CBO will respond to appeals within twenty (20) calendar days. A public disclosure request does not extend the time to appeal. An appeal must clearly state a rationale based on one or more of the following criteria:

- Violation of policies or guidelines established in the Request for Proposals
- Failure to adhere to publicized criteria and/or procedures in carrying out the RFP process.

Appeal Procedures:

1. Firms appealing this process must follow the procedures described herein. Appeals that do not follow these procedures will not be considered. This appeal procedure constitutes the sole administrative remedy available under this RFP.
2. All appeals must be in writing, and signed by the appealing party. The appeal must state all facts and arguments on which the appealing party is relying. All appeals shall be addressed to the RFP Coordinator.
3. Only appeals setting forth an issue of fact concerning a matter of bias, discrimination, conflict of interest, or non-compliance with procedures described in the RFP shall be considered. Appeals based on non-procedural matters will not be considered.
4. In the event an appeal may affect the interest of other firms who submitted a RFP, such firms will be given an opportunity to submit their views and any relevant information on the appeal to the RFP Coordinator.
5. Upon receipt of an appeal, an appeal review will be conducted by the Director of the City's Purchasing and Contracting Services Division of the Department of Finance and Administrative Services to review the RFP process. This appeal review is not a review of responses submitted or the evaluation scores received. The purpose of the appeal review is to insure that procedures described in the RFP document were followed, all requirements were met and all firms were treated equally and fairly.
6. Appeals will not be accepted prior to selection of the successful firm(s). Appeals may be sent by mail, fax or be hand-delivered. **They must be received by CBO no later than 4:00 p.m., April 14, 2011.** Firms are solely responsible for ensuring that appeals are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for the receipt of Appeals.

The appeal will be reviewed, evaluated and responded to within twenty (20) calendar days. If additional time is required, the appealing party will be notified of the delay.

SCOPE OF SERVICES

General Description: The Primary, Secondary, and Third Defenders will provide legal representation to indigent defendants charged with misdemeanor and gross misdemeanor crimes in Seattle Municipal Court. Representation will be provided for each of these defendants from the initial appearance through the end of the case (including trial, sentencing, post-conviction review and any appeals to Superior Court). The Primary Defender will also staff the calendars for Mental Health Court, Community Court, DV, ICBW, in-custody and out-of-custody arraignment (intake) hearings including meeting with indigent defendants who are in-custody in a King County Jail Facility (Seattle or Kent locations). The Secondary and Third agencies may also represent defendants in these courts.

Screening: Determination of indigency for eligibility for appointed counsel for this contract will be determined by the Seattle Municipal Court staff pursuant to RCW 10.101.010 and 10.101.020. The City will be responsible for the costs and operation of the screening process. Should the Primary, Secondary, or Third Defender determine that a defendant is not eligible for assigned counsel, the firm will so inform the court.

Reporting: The Primary, Secondary, and Third Defenders will be required to provide the City with monthly electronic reports in single line spreadsheet format on all closed cases. (An example is included as Attachment II.) Cases must be administratively closed within 30 days after the last hearing on the case. These reports must contain:

- Defendant's name
- Cause number(s)
- Criminal charges filed
- If it was a probation review hearing
- Whether an appeal was filed
- Attorney(s) name(s)
- Date case assigned
- Date case closed
- Hours spent by attorney
- Hours spent by each type of support staff, investigators, social workers, or paralegals
- Summary information on the disposition of cases contained in the monthly report

The City of Seattle, or any of its duly authorized representatives, shall have access to any such books, records and documents for inspection, audit and copying. The report is due on or before the twentieth (20th) day of the following month for services of the prior month. Payment may be withheld if reports are not submitted on time.

Attorney Conflict: In the event the Primary Defender must withdraw from a case because of a conflict of interest, the Secondary Defender shall be responsible for handling the case. If the Secondary Defender also has a conflict of interest, the case is transferred to the Third Defender. In the event the Third Defender also has a conflict, then private counsel will be appointed at City expense. Each agency shall be responsible for checking for conflicts and identifying if a conflict exists for cases referred to them within three (3) working days. Each agency shall have a written

policy which explains how they define conflict cases. Each agency shall perform a conflicts check before any substantial work is done on the case. No payment shall be made for work done on cases which are subsequently identified as conflicts with the exception of cases in which the client obtains a new attorney at his own expense or through a request to the Court; or for other extraordinary circumstances approved by the City including, but not limited to, information or evidence which defense counsel did not have reason to know at the time of the initial conflicts check.

Attorney Wages: It is the intent of the City that defender agency attorneys receive compensation equivalent to that outlined in the current King County Kenny Salary Schedule Plan.

Expert Services: In the event the services of an expert is needed, the attorney shall make a request for approval to the Court. If the Court approves the request, the expert fees shall be paid by Seattle Municipal Court.

Caseload Standards: The City’s caseload standard is 380 assigned case credits per attorney annually. Case credits are defined as follows:

- Misdemeanor Case¹ = 1 case credit
- Misdemeanor Probation = 0.6 case credit
- Misdemeanor Appeal = 4 case credits²
- Misdemeanor Writ = 3 case credits

Primary Defender – Scope Of Services

Estimated Workload

The Primary Defender will provide 11 attorneys for an estimated workload of 4,180 credits as well as 7.60 attorneys to handle various calendars. Calendar schedules are subject to change by the Court and may be refined during contract negotiations. All numbers are on an annual basis. The City is estimating the workload to be as follows.

	Credits	Caseload Attorneys	Calendar Attorneys	Total Attorneys	Funding
Primary Defender	4,180	11.00	7.60	18.60	\$3,686,332

¹A case is any one charge or series of related charges filed against one defendant/respondent in a single citation, complaint or information, or a series of cases set for one court hearing that will ultimately lead to one disposition. A completed case involves all necessary legal action from arraignment through disposition. This includes the filing of a notice of appeal upon the client’s request, application to proceed in forma pauperis on appeal, and a motion for appointment of appellate counsel. A case in which the defendant has an outstanding warrant of 12 months or less will not be considered a new case when that warrant is quashed or served and new hearing dates are set.

² If the defense attorney withdraws an appeal, only partial payment may be paid.

- The Primary Defender shall provide legal advice twenty-four (24) hours each day, seven days per week via beeper/pager access for critical stage advice to defendants during the course of police investigations and/or arrests.
- Based on services provided in 2010, the Primary Defender is expected to staff the following calendars:
 - Court Room 2 in the King County Jail - 6 days per week (Monday – Saturday). Services provided at this calendar shall include representation of all otherwise unrepresented defendants. The table below shows the number of attorneys which may be used to staff this calendar (2.1 FTE). In addition, a floating attorney assists at either the arraignment or the intake calendars for an additional .10 FTE. A .10 FTE is also needed to staff the holiday calendar. (2.3 FTE total)

Attorney Staffing for Arraignment

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
morning	3	3	3	3	3	3
afternoon						3

- In-custody bench warrants - 3 days per week (Tuesday –Thursday). Services provided at this calendar shall include representation of all otherwise unrepresented defendants in-custody for an outstanding bench warrant. The table below shows the number of attorneys which may be used to staff this calendar. (1.2 FTE total)

Attorney Staffing for In-Custody Bench Warrants

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
morning		3	4	3		
afternoon			2			

- Out-of-custody intake (arraignment) – The intake calendar staffing is 1 half day per week (Friday afternoon) for .50 FTE. In addition, two attorneys are needed to staff DV arraignments on Monday afternoon and Friday mornings (one attorney per courtroom for .40 FTE). (.90 FTE total)
- Seattle Mental Health Court: 2.0 FTE attorneys and 1.0 FTE social worker
- Seattle Community Court: CC calendar staffing is 3 half days per week on Tuesday, Wednesday and Thursday afternoons. (1.2 FTE total)

2011 Schedule for Calendar Attorneys

	Mon	Tue	Wed	Thur	Fri	Sat	FTE
am	ICA	ICA	ICA	ICA	ICA	ICA	1.80
am	DVOCA				DVOCA		0.40
am		ICBW	ICBW	ICBW			1.00
AM Subtotal							3.20
pm						ICA	0.30
pm			ICBW				0.20
pm		CC	CC	CC			1.20
pm					Intakes		0.50
pm	MHC	MHC	MHC	MHC	MHC		2.00
PM Subtotal							4.20
Holiday							0.10
Over-flow							0.10
Total Calendar Attorneys							7.60

Seattle Mental Health Court

The Primary Defender will staff the Seattle Mental Health Court (MHC). The goals of the Seattle MHC are to: protect public safety; reduce the use of jail and repeated interactions with the criminal justice system for mentally ill persons; connect or re-connect mentally ill persons with needed mental health services; and improve their likelihood of ongoing success with treatment, access to housing or shelter, and linkages with other critical support. MHC uses a therapeutic jurisprudence, problem-solving approach. The MHC team — the judge, defense attorneys, prosecutor, court monitor and probation staff - works collaboratively and shares information to determine what type(s) of intervention is most appropriate in each case. When there is disagreement among the MHC team, the judge will consider the views of the team members but ultimately makes the final decision regarding whether the defendant is appropriate for MHC, the sentence, probation incentives, sanctions for non-compliance, or whether the defendant should be removed from MHC.

The MHC model uses an individualized, defendant-based, long-term, problem-solving approach in which the assigned public defender remains the Attorney of Record for as long as the defendant participates in MHC. This commitment includes keeping abreast of the defendant's participation in and compliance with the MHC Conditions of Release or Sentence, appearing with the defendant at scheduled reviews or other hearings, and being assigned to the defendant for any new cases in the MHC filed with Seattle Municipal Court.

Seattle Mental Health Court Population Profile

The population served by the MHC comprises mentally ill misdemeanants in the Seattle Municipal Court³. Referrals to MHC are as follows:

Year	Individuals	Cases	Hearings
2008	578 individuals	747 cases	3,576 hearings
2009	504 individuals	585 cases	3,689 hearings
2010	563 individuals	842 cases	4,395 hearings

Research data presented in the MHC evaluation indicates that more than half (52%) of the defendants had a primary diagnosis of chronic psychosis. The remaining diagnoses and proportions are as follows: mood disorder (28%), brief psychosis (18%) and delusional disorder (2%).

Statistics from 2010 include the following demographic characteristics of MHC defendants:

- 75% male
- 65% homeless
- 64% with co-occurring mental health and chemical dependency disorder
- Age 18-29, 22% ; Age 30-59, 72%; Age 60 and older 6%, average age 41
- 86% referred at arraignment
- 35% complete probation successfully with no new offense

Mental Health Court Scope of Services

- The Primary Defender and the attorneys and defense social worker assigned to MHC shall embrace the MHC goals, philosophy and principles, including working collaboratively with the MHC team, provided that such collaborative approach is not in conflict with counsel's duties under the Rules of Professional Conduct of zealous representation, confidentiality and undivided loyalty, and the constitutions of the United States and Washington State.
- The Primary Defender shall assign specific attorneys and social worker who are experienced in working with mentally ill misdemeanants to the MHC for a period of two (2) years to assure consistency of experienced staff. Defense attorneys and the social worker should be familiar with mental health issues, chemical dependency issues, and have some familiarity with mental health medications often proscribed to MHC defendants. The attorneys assigned to MHC shall continue the assignment on cases of MHC defendants through the length of jurisdiction (up to 2 years) and appear for all hearings, including review hearings, status hearings, etc.
- The Primary Defender and the attorneys assigned to MHC shall assure (through developed protocols) expeditious integration of referral and assessment and appropriate referrals to the MHC *prior to* arraignment and without undue delay in the schedule for arraignment. This shall include MHC referrals from the weekend calendar.

³All types of misdemeanor offenses are "eligible" for referral to MHC. However, DV offenses are screened by the city attorney's DV unit for determination as to which 'track' the case will follow.

- For defendants not considering traditional mental health Court, the defense social worker shall assess the defendant's living situation, benefits, and involvement in services. After assessing needs, the social worker shall help defendants access services in order to formulate a release plan.
- The Primary Defender and the attorneys assigned to MHC shall address all hearings as defined in RCW 10.77 for MHC defendants. The defense social worker shall assist in assessing legal competency and provide feedback to the defense attorneys and Court Liaison. In addition, the defense social worker shall organize out-of-jail-custody evaluations.
- The Primary Defender and the attorneys and social worker assigned to MHC shall participate as required by SMC for future and on-going evaluation efforts and in MHC program development processes as scheduled. The defense social worker shall be available to escort defendants to downtown services from the King County Jail, as needed and in concert with the Court Liaison.

Community Court

The Primary Defender will also staff the Seattle Community Court. Community Court takes a different approach to chronic social, human, and legal problems that are resistant to conventional solutions. The problem-solving approach of Seattle Community Court recognizes that communities can be victims of crimes just as individuals. Community Court holds low-level offenders accountable and provides opportunities for them to give back to the communities that have been harmed. Additionally, Community Court fosters more effective stewardship of limited public resources through community work programs in lieu of traditional sanctions (jail time) for low-level offenders while helping to address the underlying issues driving repeat criminal behavior.

The Seattle Community Court serves "chronic public system users" – offenders who repeatedly commit low-level crimes, fail to comply with sanctions, fail to appear for Court, and who use jail days when they could be more effectively rehabilitated through alternative strategies. This population creates serious impacts on the quality of life in Seattle's downtown core.

Seattle Community Court Population Profile

Community Court started out as a pilot program and was limited to defendants whose alleged crimes occurred in downtown Seattle. In 2007, Community Court expanded city-wide to all five precincts. In 2009, further expansion was achieved by adding dispositional continuances to the Community Court sentencing structure

The following is information regarding Community Court for the period January to December 2010.

Seattle Community Court	2010
Males	70%
Average age of males	40
Females	30%
Average age of females	36
Homeless	43%, avg. 3.5 years
Veterans	7%
Chemical Dependencies	63%, avg. 12.4 years
Offers- by individuals	1319
Offers- by cases	1554

Additional performance measures and demographic profiles of Community Court Defendants in 2010:

- 20% of women had minor children primarily in the custody of CPS or third parties.
- 12,614 community service hours were performed. Activities include providing assistance to the homeless at meal programs and hygiene kit assembly, litter removal, graffiti removal, pea patch maintenance, painting murals, and work at food banks.
- 61% of defendants who opted into Community Court were successful in completing the program.

Seattle Community Court Scope of Services

- The Primary Defender and the attorneys assigned to Community Court shall embrace the Community Court goals, philosophy and principles, including working collaboratively with the Community Court team, provided that such collaborative approach is not in conflict with counsel’s duties under the Rules of Professional Conduct of zealous representation, confidentiality and undivided loyalty, and the constitutions of the United States and Washington State.
- The Primary Defender shall assign specific attorneys who are experienced in working with chronic homeless, alcoholic and mentally ill misdemeanants who voluntarily opt-in to the Community Court for a period of, usually, up to 90 days. The attorneys assigned to Community Court shall continue the assignment on cases of Community Court defendants through the length of jurisdiction and appear for all hearings, including review hearings, status hearings, etc....
- The Primary Defender will provide defense services at in-custody and out-of-custody arraignment (intake) hearings and will be available to talk and meet with Community Court defendants who are in-custody in the King County Jail Facilities.
- The Primary Defender and the attorneys assigned to Community Court shall assure (through developed protocols) expeditious integration of referral and assessment and appropriate

referrals to the Community Court at arraignment and without undue delay in the schedule for arraignment. This shall include Community Court referrals from the weekend calendar.

- The Primary Defender and the attorneys assigned to Community Court shall participate as required by SMC for future and on-going evaluation efforts and in Community Court program development processes as scheduled.

Secondary Defender – Scope Of Services

Estimated Workload

The Secondary Defender will represent defendants in cases where the Primary Defender has a conflict and is unable to provide representation. The Secondary Defender will also handle other cases. After the contracts are awarded, the Court, CBO, Primary and Secondary Defenders will review the established case assignment protocol. As part of the workload, the Secondary Defender may handle appeal cases that are heard in King County Superior Court. In each year of the contract, the City will require a minimum of seven (7) attorneys be assigned to SMC for a total of 2,660 credits. If the Secondary Defender’s workload exceeds 2,660 credits, the City will pay for additional staffing based on the 380 case credit standard. All numbers are on an annual basis.

Estimated Workload and Funding

	Credits	Caseload Attorneys	Calendar Attorneys	Total Attorneys	Funding
Secondary Defender	2,660	7.00	0.00	7.00	\$1,376,614

Immediate Case Assignment: The Secondary Defender shall accept case assignments from the Court if there is an immediate need for representation at a hearing and the Primary Defender is unable to represent the defendant due to a conflict. Immediate case assignments include situations where the Secondary Defender must report to a bench warrant or arraignment hearing because the Primary Defender is unable to represent the defendant due to a conflict. In 2010, the Court requested that the Secondary Defender appear for court hearings to represent defendants (usually brought in on warrants) an average of 16 times per month.

Third Defender – Scope Of Services

Estimated Workload

The Third Defender will represent defendants in cases where the Primary Defender and the Secondary Defender both have a conflict and are unable to provide representation. It is estimated that the Third Defender will handle 133 conflict cases. In cases where the Third Defender also has a conflict, the Third Defender will handle the administration of assigning these cases to private counsel.

In each year of the contract, the City will require a minimum of a half-time (.50 FTE) attorney to represent defendants where both the Primary and Secondary Defenders have conflicts and to administer the assignment of cases to the Conflict Attorney Panel. The Third Defender funding includes administrative, overhead and supply costs. All numbers are on an annual basis.

Estimated Workload and Funding

	Credits	Caseload Attorneys	Calendar Attorneys	Total Attorneys	Funding
Third Defender	133	.50	0.00	.50	\$143,746

Case Management of Assigned Counsel: The Third Defender makes the referral to private counsel when all three contracted defender agencies have a conflict. The Third Defender works with the Conflict Attorney Panel (CAP) Oversight Committee and the Municipal Court regarding recruitment, training, mentoring, and evaluation. SMC and the Third Defender will collaborate on continuing the current CAP protocols.

- In coordination with the Oversight Committee and SMC, implement and review CAP Protocols as needed.
- Advertise and recruit CAP attorneys subject to the protocols noted above.
- Provide an orientation to SMC for the CAP members.
- Assign cases on a rotational basis to the CAP.
- Develop a performance review system and work with SMC and the Oversight Committee to assess the performance of panel attorneys.
- Develop a system in coordination with SMC and the Oversight Committee, to resolve and document complaints against panel attorneys.
- If necessary, recommend to the Oversight Committee corrective action for panel attorneys.
- Provide regular reports on assignments to SMC and CBO.
- When requested by CBO, review CAP billings which appear to exceed the usual or customary limits.

The following provides Third agency data including conflict case referrals. Data show the number of cases. The number of case credits assigned would be smaller.

Year	Third Agency	Assigned Counsel Cases
2008	36 (6 months)	69
2009	110	83
2010	187	51

MINIMUM QUALIFICATIONS

All proposals must include the following information as set out in the next three sections:

- Minimum Qualifications
- Proposal Requirements, and
- Required Attachments.

Proposal Cover Page: Must indicate whether the firm is applying to be the Primary, Secondary or Third Defender or some combination thereof. Also include the following information in your cover page:

- Name of firm
- Address and Phone
- Director (include phone number and email address)
- Firm contact information if different than above
- Board Chair (include phone number and email address)
- Indicate whether the firm is applying to be the Primary Defender, Secondary Defender, Third agency or some combination there of.

Minimum Qualifications: The following requirements must be addressed in the proposal:

- Proposer must be a private non-profit law firm (i.e. a non-profit with a 501(c)3 or similar IRS tax status).
- The law firm must be able to demonstrate that they have practiced criminal defense law in Washington State for at least five years. Firms submitting proposals to be the Primary Defender must also be able to show they represented clients in at least 3,000 assigned criminal cases (excluding defendants represented at a first appearance calendar) in 2010.

Licensing and Prior Experience: The following qualifications are required for attorneys performing under this contract. These qualifications should be acknowledged and incorporated into the proposal under this RFP.

- Every attorney providing indigent defense services must be a licensed member of the Washington State Bar and be a member in good standing of the Bar. The firm may employ interns pursuant to Admission to Practice Rule (APR) 9. No more than 5% of the cases handled by the Primary, Secondary or Third Defender may be assigned to Rule 9 interns.
- Adherence to applicable American Bar Association (ABA) and Washington State Bar Association (WSBA) standards in the provision of public defense services.
- The firm's attorneys who supervise the misdemeanor attorneys must have at least three years of criminal defense experience in superior, district or municipal courts in Washington State.
- No attorney may provide services under this contract if that attorney has been removed from representation in a case for failure to perform basic services necessary to the case or to the client, or in any manner has been found to be ineffective on appeal by either an ethics panel or by an appellate court.

PROPOSAL REQUIREMENTS

Proposals will be rated according to the following criteria. Firms should address the criteria in their proposals as delineated in the following sections.

PRIMARY DEFENDER CRITERIA	Maximum Points
Responsiveness to Proposal Requirements	5
Experience in Providing Defense Services and Contract Performance	15
Financial Management	15
Proposed Delivery of Services	25
Administration of Collaborative Justice Programs	20
Proposed Services and Cost	15
References	5
Total Points	100

SECONDARY DEFENDER CRITERIA	Maximum Points
Responsiveness to Proposal Requirements	5
Experience in Providing Defense Services and Contract Performance	15
Financial Management	15
Proposed Delivery of Services	35
Proposed Services and Cost	20
References	10
Total Points	100

THIRD DEFENDER CRITERIA	Maximum Points
Responsiveness to Proposal Requirements	5
Experience in Providing Defense Services and Contract Performance	15
Financial Management	15
Proposed Delivery of Services	35
Proposed Services and Cost	20
References	10
Total Points	100

Instructions

Please restate the question followed by your response. Contact Linda Taylor-Manning with the City Budget Office for a Microsoft Word template.

Responsiveness to Proposal Requirements

Criteria for Review Panel points:

1. Response meets the minimum qualifications.
2. All questions are answered.
3. Agency responses are thorough and requested examples are included.
4. All five (5) required attachments are complete and included with the agency proposal.

Experience in Providing Defense Services & Contract Performance

General Overview/ Experience in Providing Public Defense Services

1. Describe your firm's management structure (e.g. is your firm governed by a board of directors, executive committee, managing director, etc.).
2. Does your firm practice in areas other than criminal defense?
3. How long has your firm been in existence? How many years has it practiced criminal defense law?
4. Has your firm handled indigent clients? Involving what type of cases?
5. How many courts does your firm currently represent defendants in? Please specify which courts and approximately how many cases you represented clients in each court in 2010.
6. What type of cases (felony, misdemeanor, etc.) did your firm handle in 2009 and 2010?
7. How many cases (by type) did your firm handle in 2009 and 2010? How many criminal trials and how many appeals did your firm handle in 2009 and 2010?
8. How many criminal defense attorneys (FTE) are currently employed by your firm?
9. How many other staff (FTE) are currently employed by your firm?
10. Does anyone employed by your firm have any conflicts of interest with any Seattle Municipal Court judge or staff?

Contract Performance

1. Please include a copy of any city or county contract compliance reviews or any other audits completed in 2007, 2008, 2009, or 2010. Please note if there are any audits (*in addition to King County OPD Contract Compliance Review, CBO Contract Compliance Review, and the annual audits of agency financial statements by a CPA*) that will be undertaken in 2011 and whether the audit was initiated by your firm or by another agency. There is no need to attach the 2007 Public Defense Services Audit or the 2010 follow up performed by the City of Seattle Auditor.

2. Has your firm ever had a contract that was terminated partly or wholly for performance? In the last five years, has your firm been placed on corrective action? If yes, please identify the contract involved and describe the reason for the termination or corrective action and the outcome.
3. In the last five years, has your firm had an attorney who has been removed from representation in a case by order of the court for any reason other than conflict of interest or irreconcilable differences with a client, or has in any manner been found to be ineffective in the representation of his or her clients by an ethics panel or by any court? If yes, please list the incidents and explain the circumstances and any corrective action taken.
4. Describe any past instances in the last five years when an attorney of your firm has been sanctioned by any court for any reason.
5. Describe any claims settled without filing or filed against any attorney in your firm or your firm during the last five years. The claim must be related to the performance of work done for the firm.
6. Explain the process your firm has in place for dealing with complaints made to the State Bar Association regarding attorney professional misconduct.
7. For the last five years, please describe each complaint, claim or case in which an attorney associated with your firm for which the Bar Association opened an investigation regarding any violation of the Rules of Profession Conduct (RPC). Please state the outcome of the complaint. Describe any corrective action taken by your firm as a result of a disciplinary finding and sanction.

Financial Management

1. Funding awarded through this RFP process may only be used to serve financially indigent persons charged with misdemeanor offenses in Seattle Municipal Court. It may not be used to fund any other cases or projects of the law firm. Please describe how your firm would track and manage revenues and expenditures associated with this contract to ensure that funds are used solely for expenses (including pro-rated overhead) directly related to the cases that will be assigned to your attorneys through this contract. Please include a report showing the various cost centers for both revenue and expenditures, and how expenses are pro-rated across these cost centers.
2. Please describe your firm's ability to meet program expenses in advance of reimbursement.
3. Please describe your firm's accounting system.
4. What types of internal financial controls are in place? When were these controls established?
5. Please provide your firm's annual financial statements for 2007, 2008, and 2009, audits of the financial statements by a certified public accountant, and a copy of the accompanying management letters. If reserve accounts are not specifically called out in

the financial statements, please include a copy of the year-end reports on reserve accounts for the last three years.

6. In the financial audit management letters for fiscal years 2008 and 2009, were any significant deficiencies or material weaknesses identified? If so, what were they? Have they ever been identified as issues in the previous 5 years?
7. Please include a copy of the IRS form 990 (return for organization exempt from tax) for 2009.
8. Are there any pending lawsuits that have been filed against your firm for any reason? If so, what is the amount of damages sought in the lawsuit? In the event of an adverse judgment, how would your firm pay the damages? How much would be covered by an insurance policy and how much would the firm pay out of pocket?
9. Does your firm have a reserve fund or a fund balance policy? If so, what is the amount and what percentage of your total operating budget is your reserve fund? What sorts of liabilities has your firm reserved funds for (e.g. ensuring there are sufficient funds to complete cases that are assigned but not finished at the end of the year)?

Proposed Delivery of Services

The City is seeking innovative responses on how to best provide defense services. We want to know how you would improve how defense services are delivered to our defendants. The following questions are intended to help the City understand how you would propose delivering services. Your responses should be consistent with the costs shown in the next section. In your response, please address the following points:

1. Please describe your firm's capacity to handle the estimated annual caseload and required services.
 - a. If applying to be the Primary Defender, how many additional attorneys, supervisors, and support staff would you anticipate needing to hire? How many attorneys and other staff does your firm currently employ?
 - b. If applying to be the Secondary Defender, how many additional attorneys, supervisors, and support staff would you anticipate needing to hire? How many attorneys and other staff does your firm currently employ?
2. High quality defense is very important to the City. Describe how your firm would propose to deliver high quality indigent defense services.
 - a. Seattle's caseload standard maximum is 380 assigned misdemeanor case credits per attorney annually. How would you propose monitoring each attorney's caseload? How would you propose to use support staff (investigator, paralegal, social worker and clerical)? If your proposed standards vary from Seattle's standard please explain what effect it will have on the level and type of services provided.
 - b. Would attorneys be dedicated exclusively to defending cases in Seattle Municipal Court or would they also handle cases in other courts at the same time? If they would

- also concurrently handle cases in other courts, how would the Seattle misdemeanor cases be covered if the attorney was in extensive litigation on a case in another court?
- c. As much as is possible, the City would like to have the same attorney represent the defendant at the first pre-trial hearing (after arraignment/intake) to the end (including probation violations). How would you propose accomplishing this?
 - d. Punctuality for court hearings is very important to the City. Does your firm have a proven track record in this area? How would your firm balance the need to provide consistent representation to your client with the need to cover hearings in multiple courtrooms?
 - e. How would you ensure that the attorney assigned to the case receives discovery as soon after the initial appearance as possible?
 - f. In providing indigent defense services it is important to resolve cases in an efficient and timely manner (particularly when your clients are in-custody) while at the same time protecting the due process rights of your clients. How would you provide services to ensure that these goals were met? What services would you provide to enhance the timely resolution of cases?
 - g. What level of attorney supervision do you propose and why? Would the supervisory attorneys be expected to carry an active caseload and if so, what percentage of their time would be spent managing their caseload? What is the minimum number of years of criminal law experience the supervising attorneys would have?
 - h. Would you assign attorneys to work in Seattle Municipal Court permanently or would the attorneys rotate to other courts? How long would attorneys and supervisors be assigned to handle cases at Seattle Municipal Court before rotating to another assignment? (***Applicable only to Primary Proposers***): How long would staff assigned to Seattle Mental Health Court work there before rotating to another assignment?)
 - i. How will your firm cover absences if an attorney is unavailable (e.g. on sick leave or vacation)?
3. The quality of attorneys assigned to handle the defense cases is very important to the City.
- a. Describe the qualifications and experience of the attorneys your firm would assign to handle Seattle's indigent defense cases. Please describe the trial and appellate experience as well as any specialty court experience. What is the general mix of experience you would propose?
 - b. (***Applicable only to Primary Proposers***): The City expects that more experienced attorneys would be assigned to staff Seattle Mental Health Court, Seattle Community Court and the arraignment/intake calendars. Please specify the level of experience that attorneys assigned to Seattle Mental Health Court, Seattle Community Court and the arraignment/intake calendars would have.

- c. Please state if you would use Rule 9 interns and if so, describe how you would propose using them. Please include how many Rule 9 interns you would propose using and how they would be supervised.
 - d. What type and how much training would be provided to the attorneys? What training around mental illness will you provide for your staff? Include training for the staff who are assigned to the MHC and the staff who are not assigned to the MHC.
 - e. Do you conduct annual performance evaluations of the attorneys at your firm? Do you have performance standards for attorneys that you use when conducting the evaluations?
4. Making effective use of support staff is important to the City. Describe how staff at your firm would be used to support the attorneys.
- a. What ratio of support staff (investigator, paralegal, social worker and clerical) to attorney would you propose and why? Please specify for each type of support staff you would propose using.
 - b. What is the relationship between the caseload standard and your firm's use of support staff?
 - c. What types of social workers would you assign to these cases and what would be their responsibilities?
 - d. If an investigation is required, at what point in the case process would you assign an investigator to start working on the case?
 - e. Do you conduct annual performance evaluations of the support staff at your firm? Do you have performance standards for support staff that you use when conducting the evaluations?
5. Client contact and client service is very important to the City. It is expected that attorneys will initiate contact with their clients as soon as possible after assignment of the case. At a minimum, attorneys should meet with their clients prior to each scheduled court hearing so that the attorney and client are prepared to proceed at that hearing.
- a. After an attorney is assigned a case, when and how would the first attorney-client contact take place? In your response, distinguish between in-custody and out-of-custody clients.
 - b. What steps would you take to ensure that out-of-custody clients appear for their court dates? Does your firm call out-of-custody clients to remind them of their court dates? Has your firm ever developed a system to notify and encourage clients to appear in court? If so, describe the system and its effectiveness.
 - c. What systems does your firm have in place to ensure that clients can easily contact their attorneys (phone systems, pagers, email, etc...)? When clients call your firm, are they able to speak with a live person if they desire or is the system completely automated?

- d. What is your firm's policy on returning client calls? Do you have any minimum standards or expectations for attorneys in returning client calls?
 - e. What is your firm's capacity for working with non-English speaking clients? Explain in detail your firm's experience in representing non-English speaking clients.
 - f. Does your firm systematically solicit feedback from clients? If so, how does your firm obtain this feedback? How is the feedback shared with staff at your firm?
 - g. What is your firm's system for resolving client complaints about an attorney's performance? Explain in detail your firm's process for resolving client complaints.
 - h. Are there any former clients on your board of directors?
 - i. How do you measure success for your clients?
 - j. If a client had multiple matters either within Seattle Municipal Court or in other jurisdictions (e.g. Superior or District Court), what sort of coordination would you provide?
 - k. What do you see as the defender's role in helping clients meet their court obligations (e.g. obtain treatment)?
 - l. Describe your firm's general philosophy concerning situations when the client refuses or fails to follow the advice of the attorney.
 - m. What experience does your firm have working with agencies that serve the needs of ex-offenders?
6. Effective management of cases and reporting is very important to the City. It is expected that attorneys will effectively manage their caseloads and that the Primary, Secondary, and Third Defenders will have the necessary systems in place to generate required reports and meet all of the reporting deadlines specified in the contract.
- a. The Seattle Municipal Court has adopted as a guiding principle the following case processing time standards (filing-to-resolution) endorsed by the Board for Judicial Administration: 90% within 3 months, 98% within 6 months, and 100% within 9 months. How would your firm meet these standards?
 - b. Please describe the case management system your firm uses to manage its cases. Please include the software developer name.
 - c. Please attach examples of typical reports your firm uses in managing its cases (e.g. closed case reports, case allocation reports, year-end attorney case assignment reports).
 - d. How do you monitor the caseload for your attorneys (i.e. if you have a particular standard for how many cases an attorney may handle in a year, how do you check to see if the number of cases assigned to the attorney is within the standard?)
 - e. Please describe your technology infrastructure (e.g. ratio of computers to staff, etc.). Please include method of access to the Internet and speeds, and your Internet Service Provider.

- f. Please describe your attorneys access to electronic legal research tools and databases (e.g. Lexis/Nexis, West Law, other)?

7. Overall Philosophy

- a. Describe your firm's general philosophy in providing indigent defense services.
- b. A defense attorney's first obligation is to his client. However, there is also a need for the criminal justice agencies (court, prosecution, police and defense) to work together in order to make changes to the criminal justice system. What do you see as the defender's role in improving the criminal justice system, identifying efficiencies, etc.?
- c. What recommendations would you make for improving the City's misdemeanor criminal justice system?

8. Other

- a. Please describe the standard your firm uses to determine if there is a conflict that would prevent your firm from providing defense services to a client. What steps do you take to determine if a conflict exists? Who performs the conflicts check? Can the conflicts check be completed within three (3) working days upon receiving the case? What type of computer system does your firm use to check for conflicts?
- b. Where is your firm's office located? If it is not in downtown Seattle near the Seattle Municipal Court, do you plan on establishing an office in Seattle? If not, how will this affect your ability to provide services?

Administration of Collaborative Justice Programs

(Respond only if applying to be the Primary Defender)

The City strongly believes in the importance of problem solving courts and collaborative justice programs. Seattle Municipal Court was one of the first jurisdictions to implement a mental health court and is currently operating Community Court.

Specialty Court Experience

Please describe your firm's experience with specialty courts such as drug court, domestic violence court, community court or mental health court. If you do not currently provide specialty court services in SMC, how would you staff the special needs of these courts.

1. What is your firm's philosophy regarding specialty courts?
2. What types of specialty courts has your firm staffed?
3. Was your firm the primary defense firm providing staffing to these courts?
4. How many FTEs were dedicated to staffing the specialty court(s)?
5. Describe your firm's non-attorney specialist staff experience in social services.
6. How many years has your firm staffed these specialty courts?

7. If your firm used to staff a specialty court but no longer does so, please explain why.

Seattle Mental Health Court

The following questions pertain to Seattle Mental Health Court (MHC). Please see page 19 for more information on MHC.

1. Describe your experience in working with mentally ill misdemeanants. How were these experiences different from your work with non-mentally ill misdemeanants? Include specifics as to what programs, partnerships and/or training in working with mentally ill misdemeanants you sponsored or participated in.
2. The MHC employs a problem-solving, collaborative approach wherein defense counsel works with the prosecutor, court monitor, probation staff, sharing information in an effort to reach a desirable outcome for the defendant and the community. At the same time, defense counsel under the Rules of Professional Conduct has a duty of zealous representation, undivided loyalty, and confidentiality to the client. How would you approach a situation where you felt a conflict between the “team” approach and your ethical duties to your client? Can you give examples of such situations and how you might resolve them? What does zealous advocacy mean to you in the context of MHC?
3. Describe what you would see as a successful outcome for a MHC defendant. Include the role of the public defender in that outcome. Describe the differences this presents for a MHC defendant vs. a defendant in regular court. What is your perception of how a problem-solving court differs from traditional court?
4. Under what circumstances would you advise a client against entering MHC?
5. Describe your success in dealing with and in staying in touch with homeless or difficult to reach misdemeanant offenders. Be specific and explain strategies used.

Seattle Community Court

The following questions pertain to Seattle Community Court (CC). Please see page 21 for more information on Community Court:

1. In a recent study of CC, 63% of defendants report having chemical dependency issues, and 43% report being homeless. Describe your experience in working with chemically dependent and homeless misdemeanants. Include specifics as to what programs, partnerships and/or training in working with chemically dependent misdemeanants you sponsored or participated in.
2. Describe what you would see as a successful outcome for a CC defendant. Include the role of the public defender in that outcome. Describe the differences this presents for a CC defendant vs. a defendant in regular court. What is your vision of how a problem-solving court differs from traditional court?
3. Under what circumstances would you advise a client against entering CC?

Case Management of Assigned Counsel

(Respond only if applying to be the Third Defender)

In 2008, the City added a Third defense agency to handle cases where the other contracted defender agencies have a conflict. In addition, the Third agency will handle the administration of the Conflict Attorney Panel (CAP).

1. The Third Defender works with the Oversight Committee and SMC for a systematic review of CAP performance, including orientation training, performance evaluation, reporting, and resolution of complaints and possible corrective action. What type of system would you propose to address these issues? Would it incorporate performance feedback from appropriate Court staff?
2. Please describe how your firm would staff this function, including type of staff.
3. Describe the protocol you would propose to assign these cases as well as what type of follow-up you would do to check that defendants are adequately represented by assigned counsel.
4. The Third agency works with the Oversight Committee to develop a roster of private attorneys to staff the CAP. How would you propose to maintain this roster with an adequate number of attorneys available for assignment in consultation with SMC?

Proposed Services and Cost

Please provide your estimated cost to provide defense services to the City of Seattle based on the required scope of services as described on pages 16 to 25. A summary chart of the funding and credits is shown below. Costs should be for a full year of service and should reflect 2011 rates. As part of the cost proposal, use the appropriate spreadsheet (Primary, Secondary or Third) shown on the following pages which includes the following:

1. Personnel Costs
2. Operations and Maintenance (O&M) Costs (rent, supplies, phones, computers, etc.)
3. Overhead (e.g. percentage share of firm's director) – please describe the methodology used to allocate the percentage share of overhead (e.g. it's based on percentage share of employees, dollars, cases, etc.). Please identify what charges are included in the overhead.
4. Other (please specify)

Estimated Workload and Funding

	Credits	Caseload Attorneys	Calendar Attorneys	Total Attorneys	Funding
Primary	4,180	11.00	7.60	18.60	\$3,686,332
Secondary	2,660	7.00	0.00	7.00	\$1,376,614
Third	133	.50	0.00	.50	\$143,746
Total	6,973	18.50	7.60	26.10	\$5,206,692

PRIMARY DEFENDER

Estimated 2011 Cost of Service for Seattle Misdemeanor Cases

Personnel	Number (FTE ⁴)	Total Salaries	Total Benefits	Total Cost
Attorneys for arraignment/intake calendars				
Support staff for arraignment/intake calendars				
Mental Health Court Attorneys				
Mental Health Court Support Staff				
Community Court Attorneys				
Community Court Support				
Attorneys to cover cases (assume 4,180 credits)				
Paralegals				
Investigators				
Social Workers				
Clerical Staff				
Direct Supervision				
Other Personnel Costs				
Sub-Total Personnel Costs				
O&M Costs				
<i>Add in as many rows as necessary to show O&M Costs</i>				
Sub-Total O&M Costs	N/A	N/A	N/A	
Other Costs				
<i>Add in as many rows as necessary to show Other Costs</i>				
Sub-Total Other Costs	N/A	N/A	N/A	
Overhead				
<i>Add in as many rows as necessary to show Overhead Costs</i>				
Sub-Total Overhead Costs	N/A	N/A	N/A	
Total All Costs				

⁴ FTE stands for full time equivalent (e.g. 2 half time positions would equal 1 FTE)

SECONDARY DEFENDER

Estimated 2011 Cost of Service for Seattle Misdemeanor Cases

Personnel	Number (FTE ⁵)	Total Salaries	Total Benefits	Total Cost
Attorneys to cover cases (assume 2,660 credits)				
Attorneys for immediate case assignment				
Paralegals				
Investigators				
Social Workers				
Clerical Staff				
Direct Supervision				
Other Personnel Costs				
Sub-Total Personnel Costs				
O&M Costs				
<i>Add in as many rows as necessary to show O&M Costs</i>				
Sub-Total O&M Costs	N/A	N/A	N/A	
Other Costs				
<i>Add in as many rows as necessary to show Other Costs</i>				
Sub-Total Other Costs	N/A	N/A	N/A	
Overhead				
<i>Add in as many rows as necessary to show Overhead Costs</i>				
Sub-Total Overhead Costs	N/A	N/A	N/A	
Total All Costs				

⁵ FTE stands for full time equivalent (e.g. 2 half time positions would equal 1 FTE)

THIRD DEFENDER

Estimated 2011 Cost of Service for Seattle Misdemeanor Cases

Personnel	Number (FTE ⁶)	Total Salaries	Total Benefits	Total Cost
Attorney				
Paralegals				
Investigators				
Social Workers				
Clerical Staff				
Other Staff				
Direct Supervision				
Other Personnel Costs				
Sub-Total Personnel Costs				
O&M Costs				
<i>Add in as many rows as necessary to show O&M Costs</i>				
Sub-Total O&M Costs	N/A	N/A	N/A	
Other Costs				
<i>Add in as many rows as necessary to show Other Costs</i>				
Sub-Total Other Costs	N/A	N/A	N/A	
Overhead				
<i>Add in as many rows as necessary to show Overhead Costs</i>				
Sub-Total Overhead Costs	N/A	N/A	N/A	
Total All Costs				

References

1. Please provide three references (with name, title, address and phone number) who can speak to your firm's ability to provide defense services to indigent persons charged with misdemeanor offenses. Include a brief statement describing the relationship between your firm and the reference.
2. The City may go beyond these references and seek additional references from people who have experience with your firm.
3. Please list all of the courts where your firm has provided criminal defense services in the last five years.

⁶ FTE stands for full time equivalent (e.g. 2 half time positions would equal 1 FTE)

REQUIRED PROPOSAL ATTACHMENTS

1. A copy of your organization's 2010 Actual Budget (actual revenues and expenses) and 2011 Estimated Budget.
 2. A list of the members of your organization's Board of Directors or Management Committee if any. Include name, position/title, length of time on the Board, and expiration of terms. Please indicate if there are any former clients on your board. Indicate any vacant positions.
 3. Copies of the minutes of your firm's board meetings for 2010.
 4. Insurance: Contractors with the City of Seattle must carry the following coverages and limits of liability:
 - See the attached Insurance Requirements – **Exhibit 3**Certificates of insurance must be enclosed in the applicant's proposal.
 5. Declaration of compliance with the City of Seattle's Equal Benefits Program, Seattle Municipal Code Ch. 20.45, and related rules. **Exhibit 4.**
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ATTACHMENT I – Historical Workload Information

Table 1 - Public Defense Case Credits Assigned by Year

Shows the number of Seattle misdemeanor defense case credits assigned each year and the number of cases sent to outside Conflict Attorney Panel (CAP).

Year	# Credits Assigned	# Cases to CAP (Assigned Counsel)	Total
1999	11,301	64	11,365
2000	9,595	48	9,643
2001	8,562	24	8,586
2002	8,364	45	8,409
2003	7,713	34	7,747
2004	6,863	30	6,893
2005	4,735	63	4,787
2006	6,892	144	7,036
2007	6,677	91	6,768
2008	6,619	69	6,688
2009	7,889	83	7,972
2010	7,291	51	7,342

Case credits are defined as follows:

- Misdemeanor Case = 1 case credit
- Misdemeanor Probation = 0.6 case credit
- Misdemeanor Appeal = 4 case credits
- Misdemeanor Writ = 3 case credits

Table 2 – Primary Defender Closed Case Credits by Charge

Shows the distribution of the Primary Public Defender closed case credits by charge for 2005 - 2010.

	2005	% of total	2006	% of total	2007	% of total	2008	% of total	2009	% of total	2010	% of total
Grand Total	4,307		5,892		6,795		7,607		5,337		4,750	
Assault	980	23%	1,238	21%	1,249	18%	1,226	21%	849	14%	704	12%
Probation Violation	458	11%	519	9%	904	13%	1,191	20%	899	15%	1,022	17%
Driving License Suspended 3	80	2%	292	5%	768	11%	1,267	22%	732	12%	617	10%
Theft	623	14%	800	14%	713	10%	897	15%	769	13%	579	10%
Driving Under the Influence	385	9%	609	10%	612	9%	555	9%	364	6%	310	5%
Driving License Suspended 2	134	3%	201	3%	255	4%	249	4%	156	3%	128	2%
Violation of a No Contact Order	134	3%	217	4%	253	4%	283	5%	213	4%	178	3%
Criminal Trespass 1	164	4%	201	3%	231	3%	184	3%	135	2%	112	2%
Harrassment	118	3%	182	3%	184	3%	212	4%	142	2%	144	2%
Property Destruction	115	3%	132	2%	159	2%	160	3%	80	1%	122	2%
Obstructing a Public Officer	107	2%	131	2%	127	2%	110	2%	64	1%	59	1%
Prostitution	119	3%	130	2%	98	1%	58	1%	46	1%	56	1%
Reckless Driving	47	1%	69	1%	88	1%	68	1%	34	1%	29	0%
Criminal Trespass 2	82	2%	94	2%	88	1%	67	1%	49	1%	67	1%
Driving License Suspended 1	43	1%	52	1%	86	1%	88	1%	60	1%	41	1%
Criminal Attempt	6	0%	26	0%	84	1%	53	1%	24	0%	31	1%
Failure to Respond	20	0%	36	1%	71	1%	74	1%	68	1%	24	0%
Hit and Run Attended	47	1%	63	1%	69	1%	70	1%	24	0%	34	1%
Unlawful Use of Weapon	81	2%	91	2%	67	1%	71	1%	43	1%	54	1%
Negligent Driving 1	14	0%	46	1%	49	1%	36	1%	9	0%	13	0%
Vehicle Prowling	54	1%	56	1%	39	1%	38	1%	41	1%	43	1%
Park Violation	51	1%	43	1%	39	1%	35	1%	28	0%	20	0%
False Reporting	18	0%	33	1%	35	1%	41	1%	29	0%	40	1%
Minor in Possession of Alcohol	18	0%	22	0%	35	1%	27	0%	14	0%	13	0%
Possession of Marijuana	14	0%	40	1%	33	0%	40	1%	1	0%	2	0%
Hit and Run Unattended	31	1%	38	1%	32	0%	33	1%	21	0%	14	0%
Other	366	8%	529	9%	427	6%	474	8%	443	8%	294	5%

Table 3 - Court Filings – by Type and Year

	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Non-Traffic Misdemeanor	14,115	12,997	12,976	12,948	10,283	10,502	10,708	12,098	12,582	11,833	9,461	10,686	9,908
Misdemeanor Traffic	8,913	7,417	6,838	5,770	5,718	6,313	2,699	2,098	4,156	5,100	5,124	5,344	4,752
DUI	1,771	1,838	1,963	1,844	1,809	1,666	1,600	1,437	1,496	1,390	1,167	1,422	1,343
Total	24,799	22,252	21,777	20,562	17,810	18,481	15,007	15,633	18,234	18,323	15,752	17,452	16,003
DV Filings (included in numbers above)					1,599	1,641	1,481	1,549	1,771	1,861	1,584	1,610	1,366
Data Source for DV Filings: City Attorney's Office													

Table 4 - First Appearance Hearings Scheduled and Held

Shows the number of first appearance hearings scheduled and held in 2009 and 2010.

Hearing Type	2006			2007			2008			2009			2010		
	Scheduled	Held	Held per Week												
DUI out-of-custody arraignment	1,174	965	18.6	974	641	12.3	1,538	1,276	24.5	1,935	1,662	32.0	1,871	1,615	31.1
DV out-of-custody arraignment	1,317	1,199	23.1	1,193	957	18.4	624	368	7.1	625	370	7.1	413	263	5.1
In-custody arraignment	17,883	15,552	299.1	17,514	15,342	295.0	14,634	12,565	241.6	14,141	11,968	230.2	13,617	11,352	218.3
Intake	5,654	3,755	72.2	5,841	2,129	40.9	6,225	2,599	50.0	6,416	2,918	56.1	5,740	2,539	48.8

Table 5 - Criminal Justice Indicators (Monthly Average by Year)

Shows Seattle misdemeanor workload indicators across the system and includes misdemeanor criminal filings, defense case credits, jail average length of stay, jail bookings, and the average daily population (ADP) in jail, or on electronic home monitoring, day reporting, or work crew.

	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	% Change 09-10	% Change 00-10
Avg. Monthly Criminal Filings	2,067	1,854	1,815	1,714	1,484	1,540	1,251	1,303	1,520	1,527	1,313	1,454	1,334	-8%	-27%
Annual Criminal Filings	24,804	22,248	21,780	20,562	17,810	18,481	15,007	15,633	18,234	18,323	15,752	17,452	16,003		
Avg. Monthly Jail Bookings	1,201	1,096	999	940	863	905	818	892	997	907	720	768	791	3%	-21%
Annual Bookings	14,412	13,151	11,989	11,274	10,351	10,859	9,813	10,698	11,960	10,884	8,642	9,216	9,487		
Avg. Length of Stay (Total)	11.6	12.1	11.8	13.3	11.7	10.9	10.0	9.7	9.6	9.6	10.8	10.9	10.4	-4%	-12%
Avg. Length of Stay (King County)	11.6	12.1	11.8	13.3	11.7	8.1	7.0	6.9	7.4	7.6	8.7	8.6	8.6	0%	-27%
Jail Average Daily Population	457	435	389	409	331	322	267	289	310	285	253	275	271	-1%	-30%
EHM Average Daily Population				27	34	52	81	70	94	101	80	65	n/a		
King County Jail ADP	457	435	389	409	314	241	188	197	237	222	199	210	217	3%	
Yakima/Renton Jail ADP					17	82	79	92	73	63	55	64	54	-17%	

ATTACHMENT II – Example of Closed Case Report

DEFENDER AGENCY
Seattle Municipal Court Closed Cases
Cases opened after
1/1/2005

Jan 2011

Cause	Client	Primary Attorney	Close Date	Open Date	Original Charge	Credits	Atty Hrs	Support Staff	Investigator	S/W	Para-legal
494xxx	Doe, John	Cheathem, John	01/04/11	10/10/11	Assault, SMC	1	5.20	Stewart, John	1.50		

Exhibit 1: Social Equity Requirements

Equal Employment Opportunity

The City encourages the use of Women and Minority Business Enterprises and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

During the performance of this Scope of Work, the Consultant shall comply with all federal, state and local nondiscrimination statutes and regulations. These requirements include, but are not limited to:

1. Nondiscrimination in Employment: The Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

2. The Consultant shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers. Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

Non-Discrimination

During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.17 or 12.18. The Consultant shall comply fully with all applicable Federal, State and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964. During the

performance of this Agreement, the Consultant, for itself, its assignees and successors-in-interest agrees as follows:

1. Nondiscrimination

The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, creed, gender, disability, age or national origin in the selection and retention of subcontractors. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations. Ref: 20 USC §§ 1681 et seq., Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 et seq.

2. Solicitations for Subcontracts - Including Procurements of Materials and Equipment

In all solicitations either by competitive proposal or negotiation made by the Consultant for work to be performed under a subcontract each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, creed, gender, disability, age or national origin.

3. Information and Reports

The Consultant shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined to be pertinent to ascertain compliance with such regulations, orders and instructions. The Consultant shall maintain all required records for at least six (6) years after the City makes final payment and all other pending matters are closed.

4. Incorporation of Provisions

The Consultant shall include the provisions of paragraphs A through D of this section in every subcontract, unless exempt by the regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the City or DHS may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City to enter into such litigation to protect the interests of the County, and in addition, the Consultant may request the Federal Government to enter into such litigation to protect the interests of the United States.

Americans With Disabilities Act

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. The Consultant is required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the

Rehabilitation Act of 1973, as amended, 29 USC § 794; and, and the following regulations and any amendments thereto:

1. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
2. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
3. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
4. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
5. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled", 47 CFR Part 64, Subpart F.

Equal Benefits

In order to contract with the City, the selected Proposer must comply with the requirements of the Equal Benefits Program, Seattle Municipal Code Ch. 20.45, and related Rules. The law requires certain consultants to the City to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the consultant provides to its employees with spouses. At the City's request, the selected Proposer shall provide complete information about their benefits programs, including verification of compliance with this non-discrimination requirement. We encourage Proposers to contact the City in advance of proposing if you have any concerns about whether or not your benefits program does or can be brought into compliance with this requirement. For further information about the Equal Benefits Program or to review the Equal Benefits Compliance Worksheet, call 206-684-0430 or review program information at <http://www.cityofseattle.net/contract/equalbenefits/default.htm>.

Compliance with the Equal Benefits statements made by the Proposers is required for the duration of the Contract. If the Proposer indicates they provide Equal Benefits, and then discontinues during the term of the Contract, this can cause Contract termination and/or a Proposer's debarment from future City contracts. Equal Benefits may be audited at any time prior to Contract award or during the Contract.

Non-Collusion Requirement

The Proposer, by submitting its Proposal, declares that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of its Proposal to the City for consideration in the Award of Contract for this RFP. The original Proposal, as modified in writing and received prior to the time designated for receipt of Proposals, will be accepted as the official Proposal. A Proposal may not be modified by the Proposer after it is submitted.

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Exhibit 2: Public Disclosure and Ethics

Public Disclosure

- The City requests that Proposers refrain from requesting public disclosure of Proposal/Bid information until a Notice of Intent to Award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information as required by State Law.
- Proposers and Bidders should understand that any records (including, but not limited to Proposal submittals, the Agreement, and any other Contract materials) they submit to the City become public records under Washington State law (See RCW 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (See RCW 42.56.540 and RCW 19.108). However, public-disclosure exemptions are narrow and specific. Proposers and Bidders are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.
- All proposals and materials submitted under this RFP shall be considered public documents at the time of the proposal deadline and may be reviewed by appointment by anyone requesting to do so. If a Proposer considers any portion of their Proposal to be protected under Washington State law, the Proposer shall separately bind and clearly mark any proposal or proposal records they believe are exempt from disclosure with words such as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” Proposers should mark as “CONFIDENTIAL” “PROPRIETARY” or “BUSINESS SECRET” only that information they believe legitimately fits within a public-disclosure exemption. The City may reject solicitation responses that are marked proprietary in their entirety.
- If a request is made for disclosure of such portion, the City will determine whether the material should be made available under Washington State law. If the material does not appear to be exempt from public disclosure under the law, the City will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the City receives a public disclosure request for records that a Proposer has marked as “proprietary information,” the City will notify the Proposer of this request and postpone disclosure briefly to allow the Proposer to file a lawsuit to enjoin disclosure.
- If the Proposer fails or neglects to take such action within said period, the City will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the City on account of actions taken under such procedure.
- The City has no obligation to assert an exemption from disclosure. If the Proposer believes that its records are exempt from disclosure, the Proposer is obligated to seek an injunction under RCW 42.56.450. By submitting a Proposal the Proposer acknowledges this obligation; the Proposer also acknowledges that the City will have no obligation or liability to the Proposer if the records are disclosed.

Ethics

The Seattle Ethics Code provides rules about employee work activities, business relationships, and the use of City resources. The City requires that Proposers who contract with the City, or are interested in pursuing a Contract, comply with the City Ethics Code. Proposers shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may reasonably appear intended, to benefit the Proposers by way of award, administration, or in any other way to influence contracting decisions of the City. This includes, but is not limited to, Office of Intergovernmental Relations and City employees that have decision-making for this RFP and its Scope of Services. The Proposers shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. It is also unlawful for anyone to offer another such items to influence or cause them to refrain from submitting a Proposal. Proposers must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City business. The Web site for the Code of Ethics is: http://www.seattle.gov/ethics/etpub/et_home.htm Upon receipt of an Intent to Award, Proposer shall promptly notify the City, in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was an official, officer or employee of the City. Proposers shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City. Proposer confirms that it does not have a business interest or a close family relationship with any City elected official, officer or employee who was, is, or will be involved in the Proposer's selection, negotiation, drafting, signing, administration or evaluating the Proposer's performance. Should any such relationship exist, Proposers shall notify the RFP Coordinator in writing and the City shall make sole determination as to compliance.

Exhibit 3: Insurance Requirements Transmittal Form

Attached.

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2011 CONSULTANT CONTRACT INSURANCE REQUIREMENTS TRANSMITTAL FORM

FOR CITY USE ONLY: COMPLETE ALL YELLOW FIELDS

Contract: Public Defender Services **Contract Number:** CBO 2011-001
Contract Manager: Linda Taylor-Manning **Department:** CBO **Telephone:** 206.684.8376

INSURANCE REPRESENTATIVE – ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

• **COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY.**

NAME: _____ POSITION: _____
NAME OF COMPANY _____
EMAIL: _____ TELEPHONE: _____ FAX: _____

• **SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO:**

THE CITY OF SEATTLE
ATTN: _____ (IF BLANK, "RISK MANAGER")
P.O. BOX _____ (IF BLANK, "P.O. BOX 94669")
SEATTLE, WA 98124- _____ (IF BLANK, "-4669")

• **SEND COPY OF CERTIFICATION INCLUDING COPY OF ADDITIONAL INSURED PROVISION BY FAX TO (206) 470-1279 OR AS AN EMAIL ATTACHMENT IN ADOBE PDF FORMAT TO RISKMANAGEMENT@SEATTLE.GOV .**

The Consultant shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL") except:
 - \$ 1,000,000 each offense Personal/Advertising Injury
 - \$ 1,000,000 each accident/disease Stop Gap/Employers Liability.

- Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limit shall be \$1,000,000 CSL. MSC-90 and CA 99 48 endorsements.

- Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

- Federal Maritime** insurance **U.S.L.&H.** minimum limit \$1,000,000. **Jones Act** minimum limit \$1,000,000.

- Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant's profession. The minimum limit shall be \$1,000,000 or \$2,000,000 each claim.

- Umbrella or Excess Liability** "follow form" insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$2,000,000 \$ _____ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

- Contractor's Pollution Liability** insurance with minimum limits of liability of \$1,000,000 \$ _____ each claim.

- _____ insurance with minimum limits of \$1,000,000 \$ _____ .

ONLY PARAGRAPH I. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE TITLE 51 INDUSTRIAL INSURANCE (WORKERS COMPENSATION):

- C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, and Contractor’s Pollution Liability insurance if required, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL and (if required) Contractor’s Pollution Liability insurance, additional insured status for the City:
 - 1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
 - 2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- D. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Consultant or any of the Consultant’s insurers. The City shall be an additional insured as required in paragraph C. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- E. SUBSTITUTION OF SUBCONSULTANT’S INSURANCE:** If portions of the scope of work are subcontracted, the subconsultant or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified herein are satisfied.
- F. NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.
- G. CLAIMS MADE FORM:** If any insurance policy is issued on a “claims made” basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Consultant shall either maintain “claims made” forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Consultant’s financial responsibility for liability for services performed.
- H. INSURER’S A.M. BEST’S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- I. SELF-INSURANCE:** The City acknowledges that the Consultant may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term “insurance” wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Consultant shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- J. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** The Consultant or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE!**

Exhibit 4: Equal Benefits Compliance Declaration

Attached

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Important Information for Completing the Equal Benefits Compliance Declaration

- **Seattle Municipal Code Chapter 20.45 (SMC 20.45)** requires contractors on City contracts to provide employee benefits to their employees with domestic partners equivalent to those provided to their employees with spouses. For more information, visit: <http://www.seattle.gov/contracting/equalbenefits.htm>.
- **"Contractor"** means any person or persons, firm, partnership, corporation, or combination thereof, including a "vendor" or a "consultant", who submits a bid, proposal, and/or enters into a contract with the City of Seattle.
- The **Equal Benefits Compliance Declaration** constitutes the Contractor's affirmation that it provides benefits in accordance with SMC 20.45.
- **"Equal Benefits"** or **"Non-discrimination in Benefits"** means the provision of the same or equivalent benefits to employees with spouses and employees with domestic partners, to spouses of employees and domestic partners of employees, and to dependents and family members of spouses and dependents and family members of domestic partners. Non-discrimination in Benefits is further defined by SMC 20.45.
- **"Domestic Partner"** means any person who is registered with his/her employer as a Domestic Partner or, in the absence of such employer-provided registry, is registered as a Domestic Partner with a governmental body pursuant to any state or local law authorizing such registration.
- **"Employee Benefits"** or **"Benefits"** means any plan, program or policy provided by the Contractor to its employees as part of the employer's total compensation package. "Employee Benefits" *includes, but is not limited to:* pension and retirement benefits; medical, dental and vision plans or other health benefits; bereavement, family medical, parental and other leave policies; disability, life, and other types of insurance; employee assistance programs; memberships or discounts; moving expenses; access to facilities, services and events; travel and relocation expenses; incentive, stock option, and profit sharing plans and other compensation programs; vacation; travel benefits; and any other benefits given to employees.
- **Substantial Compliance Authorization** may be granted to a contractor whose compliance with the equal benefits requirement is delayed due to circumstances outside the contractor's control – for example, the contractor cannot make eligibility changes to its health insurance plan until the next open enrollment period, or the contractor cannot negotiate with one or more labor unions for additional benefits until the expiration of the current collective bargaining agreement. The Contractor must request this authorization online and be approved by the City of Seattle before submitting the EB Declaration. To apply, visit: <http://www2.cityofseattle.net/equalbenefits/default.asp>.
- **Reasonable Measures Authorization** may be granted to a contractor to provide eligible employees with a cash equivalent payment in lieu of benefits that are unavailable due to circumstances outside of the Contractor's control. The Contractor must request this authorization online and be approved by the City of Seattle before submitting the EB Declaration. To apply, visit: <http://www2.cityofseattle.net/equalbenefits/default.asp>.
- Under limited circumstances, the City may waive the equal benefits requirement for the department that is administering the contract and the Contractor may make a **Statement of Non-Compliance**. Please be advised, if a waiver is not approved for the administering department, a Statement of Non-Compliance may result in the rejection of your bid. For more information, see Chapter 13 of the Program Rules: <http://www.seattle.gov/contracting/docs/ebRules.pdf>.
- For more information about **contractors with multiple locations**, visit: <http://www.seattle.gov/contracting/docs/ebLocationChart.pdf>.
- Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a bid or proposal, or termination of the contract.



Equal Benefits Compliance Declaration

For help completing this declaration, see important information on reverse.

Company Information

Primary Contact Person	Telephone	Fax	
Company Legal Name	Seattle Business Lic. # (if available)	Email	
Company Address	City	State/Country	Zip
Contract Title	Contract # (if available)		

Please declare *one (1)* option from the list below that describes the Contractor's compliance status with Seattle Municipal Code Chapter 20.45 (City Contracts – Non-Discrimination in Benefits) and related rules.

Option A

The Contractor makes, or intends to make by the contract award date, **all benefits available on an equal basis** to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in all Seattle locations and in other locations where work on the City of Seattle contract is being performed.

Option B

The Contractor **does not make benefits available** to either the spouses or the domestic partners of its employees.

Option C

The Contractor **has no employees**.

Option D

The Contractor has been approved for **Substantial Compliance Authorization** from the City of Seattle allowing it to delay implementation of equal benefits.

Option E

The Contractor has been approved for **Reasonable Measures Authorization** from the City of Seattle allowing it to provide a cash equivalent payment to eligible employees in lieu of making benefits available.

Statement of Non-Compliance

The Contractor does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature of Authorized Person	Name of Authorized Person (please print)	Date
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Purchasing & Contracting Services Division
 700 Fifth Ave., Suite 4112, Post Office Box 94687, Seattle, Washington 98124-4687
 Tel: (206) 684-0430 TDD: (206) 615-0476 Fax: (206) 684-4511
 Website: www.seattle.gov/contracting