



## City of Mercer Island Request for Qualifications 24-45 Conflict Public Defender Services

**RFQ Issue Date:** November 1, 2024  
**RFQ Due Date:** November 20, 2024 at 4:00 PM (Pacific Time)  
**Contact:** Chief of Administration Ali Spietz, [ali.spietz@mercerisland.gov](mailto:ali.spietz@mercerisland.gov).

### Scope of Work

The City is requesting qualifications from law firms or individual attorneys interested in providing conflict public defender services on a contractual basis. The Conflict Public Defender will provide legal representation for all indigent defendants charged with misdemeanor or gross misdemeanor crimes in the City of Mercer Island Municipal Court when City of Mercer Island’s designated public defender is unable to represent the client because of a conflict of interest. The Court has only needed a Conflict Public Defender 2-3 times per year.

### Timeline

The Conflict Public Defender Attorney Pool is an open roster, and qualifications may be submitted at any time until November 20, 2024 at 4:00 PM. However, the City anticipates using the roster immediately and entering into a one-year contract with an additional one-year option (with approval of both parties) with multiple firms upon completion of the request for qualifications process. To be considered for the pool for services, please submit your qualifications on or before November 20, 2024 at 4:00 PM.

### The Municipal Court

The Mercer Island Municipal Court (Court) began operating in 2005. The Court operates Monday through Thursday from 9:00 AM to 4:00 PM. The Court is located at Newcastle City Hall, 12835 Newcastle Way, Suite 301, Newcastle, WA 98056. Mercer Island also provides municipal court services for the City of Newcastle; however, this request for qualifications does not include public defender services for Newcastle. The following table shows the total number of criminal cases filed in the Court from 2017 through 2023 for just the City of Mercer Island:

Year	Criminal Non-Traffic	Criminal Traffic (includes DUI)
2017	72	217
2018	32	177
2019	45	238
2020	35	102
2021	85	132
2022	66	96
2023	36	191

## Services Requested/Qualifications

- **General Description** - All indigent defendants charged with a criminal violation(s) who qualify for appointed counsel are referred to the Public Defender. In instances where the City's contracted Public Defender has a conflict, the City will refer defendants to one of a roster of public defense firms or legal counsel. The Conflict Public Defender will provide legal representation for each of these defendants from court appointment or screening through trial, sentencing, post-conviction review and any appeals to the Superior Court or Washington Court of Appeals. Legal representation includes case preparation, tracking, case analysis, client interviews, legal research, briefing, basic investigation, filing, court appearances, document preparation or processing, court appearances, case negotiations, and administration. Whenever the Public Defender is counsel of record for an individual who is jailed on a City matter, the Conflict Public Defender is legal counsel of record for an individual who is jailed on a City matter, the Conflict Public Defender shall be available to appear in Court before such individual has been in custody for 24 hours; except that, this does not require the Conflict Public Defender to be available to appear in Court on Saturdays, Sundays, or City holidays. The Conflict Public Defender may withdraw upon completion of the case as allowed by the Rules of Professional Conduct.
- **Screening** - Determination of indigency for eligibility for public defender services will be determined by a screening process performed by the Court. The Court will be responsible for the costs of and handling the screening process. Should the Conflict Public Defender determine a defendant is not eligible for assigned counsel, the Conflict Public Defender will advise the Court and move to withdraw from the case, subject to the Conflict Public Defender's professional duties under the Rules of Professional Conduct.
- **24-Hour Telephone Access** - The Conflict Public Defender shall provide to the Mercer Island Police Department the telephone number or numbers at which the Conflict Public Defender can be reached for "critical stage" advice to defendants during the course of police investigations and/or arrest 24 hours each day.
- **Reporting** - The Conflict Public Defender shall file quarterly reports with the City which include each client who has been appointed to the Conflict Public Defender, the charge(s), cause number(s), disposition, bench or jury trial, and whether an appeal was filed. The report is due on or before the 30th day after the end of each quarter as to clients represented in the previous quarter.
- **Associated Counsel** - The Conflict Public Defender may employ associated counsel to assist at the Conflict Public Defender's expense. The Conflict Public Defender and all associated counsel shall be licensed to practice law before the courts of record for the State of Washington. The Conflict Public Defender shall be responsible for overseeing and approving services performed by other attorneys. The Conflict Public Defender must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association. No legal interns shall be used unless agreed to in advance by the City.
- **Public Defense Standards** - All public defense services will be provided in accordance with the Washington State Supreme Court rules for Indigent Defense Standards Order No. 25700- A-1004.

The Conflict Public Defender provides discovery, manages cases, and issues subpoenas as needed. Public Defender services also include representing indigent criminal defendants in appeals under the Rules of Appeal of Decisions of Courts of Limited Jurisdictions (RALJ). The Mercer Island Municipal Court currently holds Mercer Island criminal calendars every Tuesday morning (this schedule is subject to change).

All Respondents must designate an attorney who will be accountable for contract performance. The Conflict Public Defender must have prior work experience in criminal law. At least one year's criminal trial experience is strongly preferred. The contractor must provide continuity of representation while at the same time ensuring effective back-up coverage.

Any lawyer who may be called on as a back-up attorney must have current awareness of Mercer Island public defense cases the Conflict Public Defender has received so that she/he/they is fully prepared to provide public defense services in the event of an unanticipated absence. The contractor must ensure that availability of attorneys and support staff is consistent with efficient delivery of public defender services, including coverage for regular vacations. The contractor needs to be able to involve more than one attorney in the delivery of conflict public defender services if efficient case management so requires.

The Conflict Public Defender must be responsive to the Court, Police Department, the Prosecutor, and witnesses. For example, the City expects phone calls to the Conflict Public Defender to be returned in a timely manner. The City anticipates that a caller would get a response from someone who is familiar with pending deadlines and legal issues in the case by the end of the next business day.

### **Compensation**

The City will pay a flat rate per case assigned for conflict public defender services, a flat rate for each jury trial, and flat rate for each case appealed from the Municipal Court. If, after negotiation and consideration, the City is unable to reach an acceptable contract and compensation agreement with the top-ranked firm(s), it will terminate negotiations with the top ranked firm and, at its sole discretion, may: enter into negotiations with the next highest-ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new submissions. The City may select multiple consultants to provide contract public defender services.

Incidental expenses that are reasonable, customary, and actual and that are incurred by the Contractor in performing non-routine portions of the Services, such as transcription costs and other reasonable costs, shall be compensated according to invoices; provided, however, that such costs shall be deemed reasonable in the City's sole discretion or as necessary to provide effective legal representation as ordered by the court in a reasonable amount, and shall not exceed \$2,000 per year without the City's advance approval. The City shall reimburse the Contractor for reasonable expert witness or investigator fees necessary to provide effective legal representation at a reasonable market rate where the court orders such expert or investigator to be employed upon motion of the Contractor.

### **Contract Requirements and Fees**

If your qualifications are accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Mercer Island Business License
  - Contractor must obtain and provide a copy of a City of Mercer Island Business License and otherwise comply with Mercer Island City Code Title 5.
  - The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.
2. Insurance
  - Contractor's insurance should be consistent with the requirements found in the sample agreement shown as Exhibit A.

### **Contract Term**

The City is wishing to execute a contract for a period of one year with an additional one-year option with the mutual agreement of both City and contractor.

### **Requirements of the Submission**

Please include the following in presenting your submission:

- **Experience** - Summarize experience relevant to public defender services. Include resumes of all attorneys who will provide conflict public defender services.
- **References** - Identify three professional references who can attest to your experience and capabilities as they relate to services requested. The references must include contact name, address, email address, and telephone number.

### **Modifications and Clarifications**

The City will not reimburse Respondents for the Request for Qualifications (RFQ) for any costs involved in the preparation and submission of qualifications, or for attendance at subsequent interviews. The City reserves the right to request any Respondent to clarify their response or to supply any additional material deemed necessary to assist in the evaluation, and to modify or alter any of the requirements herein.

### **Submittal Instructions**

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. **Qualifications must be received by Wednesday, November 20, 2024 at 4:00 PM.**
2. The City prefers to receive RFQs by email. Email responses must be addressed to [ali.spietz@mercerisland.gov](mailto:ali.spietz@mercerisland.gov) and include in the subject line, "City of Mercer Island Conflict Public Defender Services RFQ 24-45."
3. All RFQs must be in MS Word or PDF format and cannot exceed 10MB. All submissions must not exceed ten (10) pages (5 double-sided sheets of paper). The front cover, the back cover, and maximum two-page cover letter may be in addition to the ten (10)-page limit.
4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the qualifications. Include the address of the principal place of business, mailing address, phone numbers, emails, fax number (if one exists), and primary contact person.
5. To be evaluated, a proposal must address all requirements and instructions contained

herein.

6. Provide all references and materials required by the RFQ instructions within.

### Evaluation Criteria

Qualifications will be evaluated according to the following criteria, listed in order of importance:

1. Experience and technical competence of the firm and its personnel considering the scope of work.
2. Capacity to perform the work (including any specialized services) within the time limitations, considering the firm's current and planned workload.
3. Past record of performance including such factors as quality of work, ability to adhere to schedules, cooperation, responsiveness, and ability to communicate with a range of participants.
4. References who can validate experience and capability.

### Selection Process

The City will evaluate all submissions received under this solicitation using the following points system:

Individual attorney's or law firm's experience and of assigned personnel	40%
Demonstrated ability and experience performing services	40%
References	20%
<hr/> TOTAL	<hr/> 100%

### Questions

Written questions regarding this request for proposals should be submitted by 5:00 PM on **November 13, 2024** and directed to the Chief of Administration via email at [ali.spietz@mercerisland.gov](mailto:ali.spietz@mercerisland.gov).

### Process Schedule

The City will attempt to follow this timetable, which should result in the full implementation of a contract effective December 16, 2024.

Issue RFQ	November 1, 2024
Deadline for questions	November 11, 2024 – 5:00 PM
Responses to questions	November 13, 2024
Deadline for submittal of proposals	November 20, 2024 – 4:00 PM
Interviews (if needed) - Week of	November 25 & December 2, 2024
Selection of successful firm(s)	December 6, 2024
Agreement for services signed	December 13, 2024
Implementation of services	December 16, 2024

These dates are estimates and subject to change by the City.

### Contract

The contract shall consist of the following documents: A Professional Services Agreement for Public Defender Services, this RFQ, an accepted proposal, and any agreed upon written changes to

any of the foregoing documents. The contract documents are complimentary but in the event of a conflict the Professional Services Agreement (Exhibit A) shall control.

### **Terms and Conditions**

- A. The City reserves the right to reject any or all proposals, and to waive minor irregularities in any proposal.
- B. Proposers responding to this RFQ must follow the procedures and requirements stated in the RFQ document. Adherence to the procedures and requirements of this RFQ will ensure a fair and objective analysis of your qualifications. Failure to comply with or complete any part of this RFQ may result in rejection of your qualifications.
- C. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- D. The City reserves the right to award any contract to all qualified attorneys or firms. The proposed contract with Exhibits is attached as Exhibit "A" (a.k.a., Professional Services Agreement). The City reserves the right to award any contract to the next most qualified agency, if the successful agency does not execute a contract within 30 days of being notified of selection.
- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFQ. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by the City Attorney's office.
- F. The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
- G. The City shall not be responsible for any costs incurred by the agency in preparing, submitting or presenting its response to the RFQ.
- H. Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.
- I. The City reserves the right not to award any portion or all of the project if it finds that none of the qualifications submitted meets the specific needs of the project. The City reserves the right to modify the scope of work and award portions of this RFQ to the selected vendor. The City reserves the right to award this work to multiple vendors if the scope of work would be best completed by multiple vendors and their associated experience.

### **Public Disclosure**

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined chapter 42.56 RCW, the Washington Public Records Act (PRA). Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFQ, could be removed from consideration. The City will not accept the liability of determining what the proposer considers

proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as such. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. In the event of a PRA request for information identified by a proposer as confidential or proprietary, the City will exercise best efforts to provide the proposer with an adequate opportunity to seek a court order preventing disclosure. However, the City will consider but not be bound by a proposer's request for exemption from disclosure.

### **DBE Participation**

The City encourages DBE firms to submit qualifications and encourages all firms to team with DBE firms in their pursuit of this project.

### **Federal Debarment**

The Respondent shall not currently be debarred or suspended by the Federal government. The Respondent shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).

### **Contract Requirements**

The City of Mercer Island uses a standard professional services agreement (PSA), which is attached for reference.

The City will select as many firms as deemed necessary to compose a roster of conflict public defenders to meet the City's needs.