

**REQUEST FOR PROPOSALS FOR
PUBLIC DEFENDER SERVICES AND
CONFLICT PUBLIC DEFENDER SERVICES
STILLAGUAMISH TRIBE OF INDIANS**

PURPOSE OF REQUEST:

The Stillaguamish Tribe of Indians requests proposals to provide public defense services for indigent criminal defendants for a term of one year commencing on approval of a professional services agreement. The term will include an option to extend the contract with the mutual agreement for parties for an additional two-year period. This Request for Proposals (RFP) seeks responses from both private law firms and public agencies.

The Tribe will pay the selected Public Defender for representational services, including lawyer services and appropriate staff services, infrastructure, and appropriate sentencing advocacy. All proposals should take into account the adopted standards of the Washington State Supreme Court (“Standards”) when submitting proposals. Proposals should include all necessary infrastructure, training, and services necessary to comply with the Standards.¹ Legal services provided will include, but not be limited to, interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other agency and court regarding possible dispositions, and preparation for and appearance at court proceedings. The proposal should also provide for attendance at the Stillaguamish Tribal Court up to four days per month. Necessary and reasonable expert witness, investigative and other services will be paid directly to the expert or investigator, or reimbursed to the contract provider when authorized by the Court.

INSTRUCTIONS TO PROPOSERS:

1. All proposals should be sent to:
Edward J. Wurtz, General Counsel
Director, Legal Department
Stillaguamish Tribe of Indians
PO Box 277 – 3322 236th St. NE
Arlington, WA 98223
2. All proposals must be received by 4:00 PM, Friday, November 29, 2019.
3. An original copy of the proposal must be presented.
4. The Tribe will attempt to schedule interviews, if interviews are deemed necessary, during the month of December, 2019.

¹ The Stillaguamish Tribe of Indians does not specifically adopt Washington State standards pertaining to Public Defenders. The Tribe does, however, require that attorneys performing work under contract with the Tribe remain in compliance with Washington State rules, regulations and standards governing attorneys.

5. Proposers should take note that a selection may be made by the Tribe based solely upon the written proposal submitted and should plan accordingly.
6. The firm or attorney selected shall be notified by December 9, 2019 and will be sent a proposed professional services agreement.
7. The Executive Director will approve and execute the professional services agreement prior to the firm or attorney engaging in services.
8. The anticipated start date is January 1, 2020.

CONTENT OF PROPOSALS:

All proposals should include a primary proposal for public defender services and a supplemental proposal for conflict attorney services. The proposals must include the following information:

1. The name of each and every individual attorney who is proposed to provide public defense services and his or her area of responsibility.
2. A resume for each and every attorney who will provide legal services, or supervise the provision of legal services by others, illustrating the attorney's specific experience in criminal defense.
3. Each proposer will be required to warrant that the proposal submitted takes into account all required training, infrastructure, and service provision required under Washington State Public Defender Standards.
4. For the purpose of this proposal, the expected number of new cases requiring attorney services are twelve (12) cases per month. The number of assigned indigent defendants and the resulting trials are dependent on the unique facts and circumstances of any particular case and time period.
5. Insurance. The proposer shall indicate what malpractice insurance is utilized by their firm. Proposers shall assure the Tribe that their malpractice coverage contains no exclusion for ineffective assistance of counsel. A copy of the malpractice coverage shall be provided at the signing of the contract.
6. Provide information in your proposal addressing the following:
 - a. Your experience in providing public defense services and contract performance;
 - b. How long has your firm been in existence? How many years has it practiced criminal defense?
 - c. Has your firm handled indigent clients in tribal courts? Describe the type of cases in which you have represented such clients.
 - d. How many attorneys currently employed by your firm would be involved in public defense under the proposal? Resumes and references must be provided for each attorney.
 - e. How many staff employees does your firm employ? How many staff will be assigned to the public defense services agreement?

- f. Does any attorney or employee of the firm or could reasonably be anticipated to have any conflict of interest with the Tribe? If so, how will that conflict be addressed?
- g. If your firm has previously provided or is providing contract services for a city, county, or Tribe, please provide any documented review of contract compliance under those contracts.
- h. Please note specifically any termination for cause of any public contract in whole or in part within the last ten years. Please note any corrective action required under any such public contract.
- i. Has any attorney proposed to provide services under your proposal been disciplined by the Washington State Bar Association, or any other mandatory bar association of any other state?
- j. Has any attorney employed by your firm been removed from a case because of a court finding of ineffective assistance of counsel?
- k. Has any attorney in your firm been monetarily sanctioned by a court for any reason? Please provide a summary of the sanction, including the court and date sanction was imposed.
- l. Has any attorney in your firm had an action for malpractice filed against the attorney in any courts? If so, what is the status or disposition of the filing?

PROPOSED DELIVERY OF SERVICES:

1. Please provide the following information or proposals:
2. Please describe your firm's general policy guidelines when addressing the needs of indigent misdemeanor clients.
3. How will you monitor the case load of attorneys providing Indigent Defense Services?
4. Does your firm have any experience working with ex-offenders, the mentally ill, or other clients in need of social service referrals?
5. Please provide information regarding your firm's ability to report both monthly and annually regarding the assigned case load, the disposition of cases and the types of cases assigned.

SELECTION CRITERIA:

1. The selection of a Public Defender will be based upon the ability of the proposer to best meet the needs of the Stillaguamish Tribe of Indians.
2. In its evaluation process, the Tribe will consider the completeness of the written proposals, the qualifications of the specific individuals proposed for assignment to act as a Public Defender, the proposer's history of successfully fulfilling contracts of this type, experience in similar work, the proven or potential ability of the proposer to fully comply with all Standards as well as the competitiveness of the fee structure proposed. Each proposal will be independently evaluated on these factors.

TERMS AND CONDITIONS:

1. The Tribe reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.
2. The Tribe reserves the right to request clarification of information submitted and to request additional information from any proposer.
3. The Tribe reserves the right to award any contract to the next most qualified proposer, if the successful proposer does not execute a contract within thirty (30) days after the award of the proposal.
4. The Tribe shall not be responsible for any costs incurred by a firm in preparing, submitting, or presenting its response to the RFP.
5. Term: Public defense services will commence on January 1, 2020 for an initial term of three (3) years, terminating on December 31, 2022.
6. Screening: Determination of indigency for eligibility for appointed counsel for this Contract may be determined by the Stillaguamish Tribal Court. The Public Defender will not be responsible for screening potential clients. Should the Public Defender determine a defendant is not eligible for assigned counsel; the Public Defender will so inform the Court and move to withdraw from the case.
7. Reporting: The Public Defender shall file monthly reports with the Tribal Court Administrator delineating each client who has been appointed to the Public Defender for representation, in a format mutually agreed to by the parties. The format shall not include attorney/client privileged information. The report shall designate whether the client was "conflicted" to another attorney for representation or the client hired another private attorney. The court will indicate the charges filed and the disposition of any case as appropriate. The report shall be due on or before the tenth (10th) day of the month in which services were provided.
8. Associated Counsel: Any counsel associated with or employed by the Public Defender shall have the authority to perform the services called for herein, and the Public Defender may employ associated counsel to assist at the Public Defender's expense. The Public Defender and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Stillaguamish Tribal Court. Sufficient counsel shall be provided to represent defendants during a vacation and illnesses.
9. Attorney Conflict: In the event the Public Defender must withdraw from a case because of a conflict of interest, the Public Defender shall refer the defendant to the Conflict Public Defender. The cost of conflict counsel shall be paid by the Tribe and not by the Public Defender.
10. Code Provided: The Tribe shall provide the Public Defender with a copy of the criminal code and any amendments thereto adopted during the term of this Agreement.
11. Assignment Prohibited: No assignment or transfer of the Agreement or any interest in the Agreement shall be made by the Public Defender without the prior written consent of the Tribe.

12. The Public Defender shall obtain a yearly business license from the Stillaguamish Tax Commission.

SCOPE OF SERVICES:

1. General Description: All indigent criminal defendants who are determined to be eligible and are charged under the ordinances of the Tribe will be referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants and court appointment or screening through trial, sentencing, post-conviction review and any appeal to Stillaguamish Court of Appeals. Such cases may include domestic violence cases. Performance of services shall in all respects comply with the Standards adopted by the Washington State Supreme Court and the Tribe, whichever is more restrictive.
2. Standards for Public Defense: In addition to the Standards, the Public Defender shall at all times comply with the Rules of Professional Conduct (RPC) and all other applicable court rules as the same exist or are hereafter amended. The Public Defender shall maintain the highest standards of conduct and behavior towards the court, the prosecutors, and all parties. The Public Defender shall comply with the Standards for Public Defense Services adopted by the Tribe as the same exist or are hereafter amended.
3. The Public Defender will attempt to initiate contact with assigned clients within twenty-four (24) hours of assignment. The Public Defender will provide his clients with contact information for availability during office hours. The Public Defender will return client phone calls or other attempts to contact the Public Defender within forty-eight (48) hours excluding weekends. The Public Defender shall provide the prosecutor and Tribal police department with contact information assuring twenty-four (24) hour a day access.
4. The Public Defender shall attempt to make jail interviews, office interviews, or at some appropriate venue outside of the Tribal Court facility and prior to any court hearings.
5. The Public Defender shall maintain an office and all other infrastructure including an adequate number of secretaries, word processing, paralegals and any and all other support services. Expert witness, translator services, investigator services, mental health assessments and all other services may be provided at additional cost pursuant to court authorization.

COMPENSATION:

1. Please present detailed information on the firm's proposed fee schedule either on a price per case basis or on a total hourly/yearly/monthly fee, noting any variations for non-routine services. Services not referenced in this RFP that are not explicitly identified as non-routine will be assumed to be included in the basic fee.
2. If the proposal includes by-case compensation, payment by the Tribe for the services will be made only after the services have been performed (through judgment and sentence or dismissal). An itemized billing statement shall be submitted in a form approved by the

Tribe. Payment shall be made on a monthly basis in accordance with the Tribe's accounts payable procedures.

3. By submitting its proposal, the Proposer warrants that he or she and all attorneys performing services under the agreement have studied the Standards adopted by the Tribe and the State Supreme Court, and have obtained, as necessary, applicable accounting review of the overhead costs necessary to provide all required infrastructure and services required by such Standards. Proposer further warrants that the proposal submitted is adequate to provide reasonable compensation for the provision of public defense services in accordance with such Standards.