

**REQUEST FOR QUALIFICATIONS
LEWIS COUNTY DEPARTMENT OF HUMAN RESOURCES
PUBLIC DEFENDER FOR THE DAY**

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I. **STATEMENT OF PURPOSE:** The purpose of this Request for Qualifications (RFQ) is to select a candidate to provide legal consulting services as Public Defender for the Day.

II. **BACKGROUND:** Lewis County is a county located in Southwest Washington. The population is approximately 75,000 with the county seat being located in Chehalis. The County Government provides basic Government services to the citizens of Lewis County through its 500 employees.

III. **STATEMENT OF DUTIES:**

- A. The Public Defender for the Day (PDFD) provides limited legal advice to persons charged with crimes in the Superior and District Courts of Lewis County at the time of their preliminary appearance in court.
- B. PDFD shall meet daily in the Lewis County Jail with persons charged with committing criminal offenses who are being held in custody and who have not made their first or preliminary appearance in court on that new charge.
- C. PDFD shall ensure that said incarcerated defendants are made aware of the nature of the charges against them, their legal and constitutional rights for purposes of the preliminary or first appearance, and the procedure that the court will follow at the preliminary appearance.
- D. PDFD also discusses with incarcerated persons the factors applicable to effectuating their release from custody.
- E. Said PDFD will make clear that his/her representation of said persons is limited to that first appearance and that if they wish to have an attorney to represent them from that hearing forward that they will need to retain private counsel or request the court to appoint a Public Defender (PD) to represent them.
- F. Additionally, the PDFD will advise said incarcerated defendants that they do not have to accept his/her representation but may choose to retain their own private attorney or may represent themselves at such preliminary or first appearance.
- G. The PDFD will meet daily in the Superior and District Courts with persons charged with committing criminal offenses who have been released after being arrested and have been ordered to appear for their preliminary or first appearance in court on that new charge.
- H. The PDFD shall ensure that said defendants are made aware of the nature of the charges against them, their legal and constitutional rights for purposes of the preliminary or first appearance, and the procedure that the court will follow at that appearance.
- I. The PDFD also shall discuss with the incarcerated persons the factors applicable to continuing their release from custody. Said PDFD will make clear that his/her representation of said persons is limited to that first appearance and that if they wish to have an attorney to represent them from that hearing forward that they will need to retain private counsel or request the court to appoint a Public Defender (PD) to represent them.
- J. Additionally, the PDFD will advise such defendants that they do not have to accept his/her representation but may choose to retain their own private attorney or may represent themselves at such preliminary or first appearance.
- K. The PDFD will appear daily at every scheduled preliminary or first appearance in both the Superior and District Courts of Lewis County and will, with the consent of each defendant who desires his/her assistance, speak for that defendant during such

preliminary or first appearance, and for any persons arrested on warrants who do not have legal counsel even though it may not be a preliminary appearance.

- L. The intent of the parties is that the PDFD will provide legal advice and assistance to any person appearing in court who does not have legal counsel available until legal counsel, either privately or publicly funded, can appear to assist them, provided the person desires the assistance and consents to the same.
- M. The PDFD shall additionally serve the Superior Court with regard to reviewing requests for appointment of Public Defenders and as the liaison between the County and the Public Defender attorneys on contract with the County.
- N. The PDFD shall perform such other duties as set forth in the PDFD contract.

IV. COMPENSATION:

- A. The PDFD will be compensated at a flat rate to be determined based on an hourly rate to be determined for 25 hours a week. The PDFD compensation will be, based upon the PDFD being available 25 hours a week from Noon to 5:00 p.m. on all non-court-holiday weekdays, and for 2 hours per month to review Superior Court requests for appointment of a Public Defender. (See 3.2 below). The 25 hour per week time segment is to be allocated between District Court (15 hours a week) and Superior Court (10 hours per week).

V. RESPONSE PACKET REQUIREMENTS

- A. The candidate for the PDFD contract assumes sole risk and responsibility for timely postal delivery of his/her response to this RFQ. RFQ submission and or questions regarding this RFQ should be directed to Archie Smith, Human Resource Administrator, at 351 NW North Street, Chehalis, Washington, or by calling (360) 740-2747.

B. Response Packet Preparation:

1. Response Packets shall be signed by the responding candidate. All information requested should be submitted. Failure to submit all information requested may result in Lewis County requiring prompt submission of missing information and/or giving a lowered evaluation rating of the packet. Packets which are substantially incomplete or lack key information may be rejected by the county.
2. Packets should be prepared simply and economically, providing a straightforward, concise description of the candidate's qualifications, experience and abilities in light of the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content.
3. Packets should be organized in the order in which the requirements are presented in the RFQ. All pages of the packet should be numbered. Each paragraph in the packet should reference the paragraph number of the corresponding section of the RFQ.

4. The packet should be bound or contained in a single volume where practical. All documentation submitted with the packet should be contained in a single volume.
5. Ownership of all data, materials and documentation originated and prepared for Lewis County pursuant to this RFQ shall belong exclusively to Lewis County and be subject to public inspection in accordance with Public Disclosure Laws governing Lewis County. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.
6. Oral Presentation: Candidates who submit a packet in response to this RFQ may be required to give an oral presentation of their packet to the Human Resource Department and evaluating panel. This provides an opportunity for the candidate to clarify or elaborate on the content of the packet. The Human Resources Department will schedule the time and location of these presentations if required. Oral presentations are at the option of Lewis County and may or may not be conducted; therefore, candidates should assure that their packet is complete and as informative as possible when submitted.

C. Specific Packet Requirements

Response packets should be as thorough and detailed as possible so the evaluation panel may properly evaluate your capabilities to provide the required services. The agency is not obligated to notify candidate that information has been omitted and omitted information may or may not be requested. A packet may be evaluated “as is” without requesting the missing information. Therefore, candidates are encouraged to provide a complete proposal that is the offeror’s “best” at any given time. Candidates are required to submit the following items as a complete proposal and in the identified format:

1. **RFQ cover sheet.**
2. An executive overview to include:
 - a. A **letter of introduction**. The contents of the letter must include the name, address and telephone number of the individual submitting the proposal. If the responder is a firm, the packet shall include the official name of the firm, its address and telephone number, and the name address and telephone number of the person who will be authorized to act on behalf of the firm and bind the firm to all commitments made in the proposal.
 - b. A brief **overview** clarifying the responder’s understanding of the goals and objectives of this RFQ and identifying the benefits to Lewis County if the responder is awarded the contract - why you feel your proposed services would be the “best buy” or “best value” for Lewis County.
3. A written narrative to include:
 - a. A brief recitation of the responder’s experience in providing the services described, including – as appropriate - the number of engagements you have handled that have demanded the same kind of expertise as required for the Public

- Defender position and/or the number of years you have provided services similar to those required by the Public Defender position described in this RFQ.
- b. A biography/resume of the individual responding to this RFQ or, if a firm is responding, the biography/resume of the individual who will be responsible for providing the requested services if the firm is selected. Information provided must include, at a minimum, educational background, relevant work history (including current employment), related engagements, relevant certifications, credentials and awards.
 - c. Identification of any public agencies for whom you have recently provided services similar to those specified in this RFQ. Include agency names, addresses, phone numbers, contact names, and a description of the services provided for each reference. This information may be included in the biography/resume referenced above.
4. Specific plans for providing the proposed services should you be selected. This information may be included in the **overview** referenced in 2.b above.
 5. A certificate(s) that he/she is a duly qualified and licensed member in good standing of the Washington State Bar Association and has paid all dues and fees required by that organization.
 6. If there is a pending professional disciplinary proceeding against the candidate, he/she shall disclose the same in his/her submission to the County in response to the RFQ and briefly explain the nature of the complaint and the status of the proceeding.

VI. EVALUATION AND AWARD:

A. **EVALUATION:** Qualifications will be ranked by a Lewis County evaluation committee using the following criteria:

1. Qualifications and experience
2. Oral interview
3. Background

B. AWARD OF CONTRACT:

Selection shall be made to the best suited among those submitting qualifications on the basis of the evaluation factors included in the packet. Lewis County may cancel this Request for Qualification or reject packets at any time prior to an award, and is not required to furnish a statement of the reasons why a particular response was not deemed to be the most advantageous to the county. Should Lewis County determine in writing and in its sole discretion that only one candidate is fully qualified, or that one candidate is clearly more highly qualified than the others under consideration, a professional services agreement may be negotiated and awarded to that candidate. The award document will be a professional services agreement incorporating directly or by reference all the requirements, terms and conditions of the RFQ as well as other terms and conditions as negotiated by the contractor and the County.

The County has the right to accept or reject any and all packets or any part thereof, waive informalities, and contract in the best interest of the County.

VII. DELIVERY:

The Human Resources Administrator is designated as Project Manager, who will be the point of contact for all candidates. The candidates shall provide their response packets and any other information/communications to the Project Manager.

VIII. GENERAL TERMS AND CONDITIONS:

The following are mandatory General Terms and Conditions for the professional services agreement (contract) to be entered into by the successful candidate and the county.

A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of Lewis County, Washington, and any litigation with respect thereto shall be brought in the courts of Lewis County. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the Rules of Professional Conduct as amended from time to time.

B. **PAYMENT:**

1. **To Contractor:**

- a. Invoices for services provided shall be submitted by the Contractor directly to the payment address stated in the contract.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All services provided under this contract that are to be paid for with public funds shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
- e. **Unreasonable Charges.** Contractors should be aware that, pursuant to the RPC, payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice shall be held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Lewis County shall promptly notify Contractor as to those charges which it considers unreasonable and the basis for the determination. Contractor may not institute legal action unless a settlement cannot be reached within thirty

(30) days of the Contractor's receipt of the County's notice of unreasonable charges.

- C. **BACKGROUND INVESTIGATION:** Lewis County may make such reasonable investigations as deemed proper and necessary to confirm the information provided by the candidate and to determine the qualifications, experience, character and ability of the candidate to satisfactorily perform the requested services. The candidate shall cooperate with the County in this investigation and furnish to Lewis County all such information and data for this purpose as may be requested. Among other things Lewis County reserves the right to request and receive information concerning the candidates' professional responsibility/disciplinary history and character prior to entering into the contract. Lewis County further reserves the right not to enter into a contract if the evidence submitted by, or investigations of, such candidate fails to satisfy Lewis County that such candidate is fully qualified by education, experience and character to properly carry out the obligations of the contract and to provide the services contemplated therein.
- D. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the prior written consent and approval of the Board of County Commissioners of Lewis County.
- E. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The agency may order changes within the general scope of the contract to conform to orders, rules or regulations of the Washington or Lewis County courts affecting the services provided by Contractor. The County shall provide notice of such changes at any time by written notice to the Contractor. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the agency's right to audit the Contractor's records and/or to determine the correct number of units independently.
- F. **DEFAULT:**

In case of failure to deliver services in accordance with the contract terms and conditions, Lewis County, after appropriate notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Lewis County may have.

G. **INSURANCE:**

1. The Contractor is liable for his/her actions and those of his/her employees and subcontractors in performing services related to the contract. The Contractor shall obtain and keep in force, and provide proof during the term of the contract that he or she has purchased and is maintaining adequate professional liability insurance with a company approved by the State Insurance Commissioner. The Contractor shall provide a standard certificate of insurance reflecting such current coverage to the Human Resources Administrator with the response to the RFQ, at the time the contract is executed, and thereafter on an annual basis during the term of the contract. Further, the coverage will be an occurrence-based policy. Failure to provide a certificate of insurance with the response to the shall be grounds for rejecting the proposal.
2. The policy and certificate of insurance will identify Lewis County as a “Primary, Non-Contributory Additionally Insured” with the same company which insures the Contractor or by an endorsement to an existing policy or with a separate carrier.
3. The amount of coverage will be not less than a single limit of \$1,000,000 per occurrence, with an aggregate of at least \$2,000,000.
4. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

Hold Harmless: Contractor and his/her subcontractors shall defend and indemnify and hold the County, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this contract, except for injuries and damages caused by the sole negligence of the County.

IX. **SPECIAL TERMS AND CONDITIONS:**

1. **AVAILABILITY OF FUNDS:** The contract shall provide that the county shall be bound thereunder only to the extent of the funds available or which may thereafter become available for the specific purpose of supporting the contract.
2. **CANCELLATION OF CONTRACT:** The contract shall provide that Lewis County reserves the right to cancel and terminate the contract, in part or in whole, without penalty, upon 30 days’ written notice to the Contractor. In the event the initial contract period is for more than 12 months, the contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days’ written notice to the other party. Any contract cancellation notice shall not

relieve the Contractor of the obligation to perform all services due prior to the effective date of cancellation.

3. **CONFIDENTIALITY (Lewis County)**: Lewis County agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the Contractor's information services, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act, the Public Disclosure Act, or similar law.
4. **CONFIDENTIALITY (Contractor)**: The Contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged except in compliance with the Rules of Professional Conduct as amended from time to time.

X. METHOD OF PAYMENT:

Payment for services will be made based on invoices submitted. Invoices shall indicate the resolution number, services being billed, and total cost. Invoices shall be submitted to the Clerk of the Board.

ATTACHED PDFD CONTRACT: