



Request for Proposal
for
Prosecuting Attorney Services

RFP # 2244

Date issued: August 28, 2013

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1. INTRODUCTION

1(A) City Information

The City of Lynnwood (the "City") is located in South Snohomish County approximately fifteen (15) miles north of Seattle and twelve (12) miles south of Everett. The City serves as the primary business center of south Snohomish County. The City has a population of over 35,000 and encompasses almost eight (8) square miles in Snohomish County. A mayor-council form of government administers the City with seven (7) elected Council members and an elected Mayor. The City's approximately 324 regular full-time employees, 17 regular part-time employees, and 139 part-time/seasonal employees provide an array of services including police, fire protection, emergency medical services, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a senior center, and a golf course. The City also has a municipal court and a jail facility that provide services locally and to other governmental agencies.

The Mayor directs all City operations. The City's address is 19100 44th Avenue West, P.O. Box 5008, Lynnwood WA 98046-5008.

The City has nine (9) central departments: Fire; Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Parks, Recreation and Cultural Arts; and Community Development.

For more information about the City of Lynnwood, visit <http://www.ci.lynnwood.wa.us>.

1(B) RFP Purpose/Summary

The City of Lynnwood is interested in receiving proposals to provide prosecuting attorney services from well-qualified vendors. The City traditionally contracts for these services; the current contract expires December 31, 2013.

The City wishes to pay a single monthly flat fee to provide all prosecuting services. Duties include review of cases for filing, subsequent charging decisions, subpoena preparation, trial preparation. All court appearances to include arraignments, motion calendars, bench and jury trials, plea negotiations, forfeiture hearings and, any appeals. The prosecuting attorney will provide non-police originating enforcements such as code enforcement actions, police training/legal updates, and overall legal advisement to the police department.

Total hours worked may vary based upon court activity, court procedures, and individual prosecutor service approach. Some evening and/or weekend work is required as well as availability twenty-four (24) hours per day, seven (7) days per week. Each vendor submitting a proposal should make its own determination of the hours required and propose a flat monthly rate accordingly.

1(C) RFP Cover Sheet

**CITY OF LYNNWOOD
RFP No. 2244
Prosecuting Attorney Services
Response Cover Sheet**

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Has your company operated at least one (1) year without interruption? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has an owner of your company been convicted of a crime within the past ten (10) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does any employee or official of the City have any financial or other interest in your firm? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If selected, do you agree to execute a contract essentially the same in form as the sample contract attached as Section 7? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does your company maintain insurance in amounts specified by City contract? (if no, this does not necessarily eliminate vendor from submittal): | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, describe differences: _____ | | |
| 6. Are there any claims pending against this insurance policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, describe _____ | | |
| 7. Does your company maintain Professional Liability Insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Has your company been in bankruptcy, reorganization or receivership in the last five (5) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Has your company been disqualified by any public agency from participation in public contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Is your company licensed to do business in the State of Washington? | <input type="checkbox"/> | <input type="checkbox"/> |

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this response.

The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.

FULL LEGAL NAME OF
COMPANY _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME(PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

LYNNWOOD BUSINESS LICENSE – To be obtained at award by the apparent successful vendor and at the vendor's expense. The successful vendor is responsible for compliance with Lynnwood business license requirements per LMC 5.06.01b, and 5.06.04b. Vendors may call 425-670-5159 for business license information.

2. RFP INSTRUCTIONS AND INFORMATION

2(A) RFP Timeline

Day/Date	Description
August 28, 2013	Advertisement announcing RFP will be placed in the Everett Herald, the Daily Journal of Commerce. The RFP will also be placed on the City of Lynnwood website and sent to the Washington State Bar Association for posting. RFPs available to vendors via email notification and access to website.
September 5, 2013	All questions due by 2:00 p.m. on the question submittal form shown in Section 6.
September 11, 2013 5:00 p.m.	All pertinent questions posed by the above date on the required Question Submittal Form, Section 6, will be answered and posted as an addendum on the City website.
September 17, 2013 2:00 p.m.	RFP responses due to the Purchasing and Contracts Division at City Hall located at 19100 44 th Ave. W., Lynnwood, WA 98036. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.
September 20, 2013 Through September 26, 2013	Vendors' responses will be analyzed and scored by the evaluation team. The total score will factor heavily into the City's decision as to which vendors will be considered finalists.
September 27, 2013	A decision is made as to which vendor(s) will be finalists. All vendors will be notified of the City's decision.
On or before September 27, 2013	(City Optional) Finalists' references may be contacted at the City of Lynnwood's discretion.
October 2, 2013	(City Optional) Finalist vendor presentations at the City of Lynnwood.
October 10, 2013	Award to apparent successful vendor is made subject to successful negotiation of terms and conditions. Notice of award to apparent successful vendor posted on website.
October 14, 2013	Contract negotiations begin

2(B) Selection and Evaluation Team

Mayor and City Council	Stakeholders
Bryan Stanifer, Deputy Police Chief	Team Leader
Steven Jensen, Police Chief	Team Member
Rosemary Larson, City Attorney	Team Member
Marty Manegold, C.P.M., Central Services Manager	Team Member
Steve Rider, Commander	Team Member
Larry O'Connor, C.P.M., Buyer	RFP Coordinator

2(C) RFP Coordinator

<p>Larry L. O'Connor, C.P.M.</p>	<p>Buyer</p>	<p>Physical Address: 19100 44th Avenue West Lynnwood, WA 98036</p> <p>Mailing Address: P.O. Box 5008 Lynnwood, WA 98046-5008</p> <p>Email address: loconnor@ci.lynnwood.wa.us</p> <p>Any and all communication to the buyer relative to this requirement must be via email.</p>
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2(D) RFP Evaluation Criteria

An evaluation team composed of the members of the Selection and Evaluation Team listed in Section 2(B) and others will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City of Lynnwood reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFP response and any other items deemed appropriate by the City of Lynnwood.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal is most advantageous to the City with price and other factors including, but not limited to, responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor's site (if applicable), product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's proposal, the following factors will be considered, any one of which will suffice to determine if a vendor is either not a responsible vendor or if the vendor's proposal is not the most advantageous to the City:

2(D)1 The ability, capacity and skill of the vendor to perform the contract or provide the service required.

2(D)2 The character, integrity, reputation, judgment, experience and efficiency of the vendor.

2(D)3 Whether the vendor can perform the contract within the time specified.

2(D)4 The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a vendor shall be deemed to be such a failure.

2(D)5 The previous and existing compliance by the vendor with laws relating to the contract or services.

2(D)6 Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.

2(D)7 The vendor is not qualified for the work or to the full extent of the RFP.

2(D)8 There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.

2(D)9 The vendor failed to settle bills for labor or materials on past or current public or private contracts.

2(D)10 The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.

2(D)11 The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.

2(D)12 More likely than not, the vendor will be unable, financially or otherwise, to perform the work.

2(D)13 At the time RFP award, the apparent successful vendor must obtain a City of Lynnwood business license. Failure to do so will constitute a determination that the vendor is not responsive and may be disqualified.

2(D)14 Such other information as may be secured having a bearing on the decision to award the contract.

2(D)15 Any other reason deemed proper by the City.

2(E) Notices and Response Criteria

2(E)1 Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

2(E)3 Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E)4 Property of the City

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful vendor.

2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City.

2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

2(E)8 Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.

2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well -suited to this project, conducting site visits or proceeding with an award.

2(E)10 Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(E)11 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP Coordinator. The vendor may submit another proposal at any time up to the proposal closing date and time.

2(E)12 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E)13 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E)14 Errors in Proposal

The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP Coordinator will review the work sheets and if the RFP Coordinator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E)15 Bid Bond – A bid bond is not required.

2(E)16 Performance Bond -- A performance bond is not required.

2(E)17 Payment Bond – A payment bond is not required.

2(E)18 Funding

Any contract entered into as a result of this RFP is contingent upon the continued funding by the City of Lynnwood.

2(E)19 Terms of Payment

The City's terms of payment are Net 30. Payment will be made within thirty (30) days upon receipt of an undisputed invoice for goods that have been delivered and accepted. No down payment or advance

payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices must be submitted to:

City of Lynnwood
Accounts Payable
P O Box 5008
Lynnwood, WA 98046-5008

2(E)20 Nondiscrimination

The City of Lynnwood 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 insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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 or national origin in consideration for award.

2(F) Non-Collusion Certification

City of Lynnwood RFP No. 2244 Prosecuting Attorney Services
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NON-COLLUSION CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed vendor has not divulged to nor discussed or compared his/her proposal with other vendors and has not colluded with any other vendor or parties to proposal whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Date: _____

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

3. SCOPE OF SERVICES

Vendor shall submit a response indicating its understanding of the below Scope of Services. Responses shall be formatted as indicated in Section 8 of this document.

SEE ATTACHED EXHIBIT A FOR A DETAILED SCOPE OF WORK

GENERAL INFORMATION

Lynnwood Municipal Court holds sessions at various times during the week to accommodate legal requirements and customer needs. Exhibit D is an example of a typical court calendar. Exhibit E is a Caseload Report for 2012. Exhibit F is a Caseload Report for the first six (6) months of 2013. Exhibit G is a Caseload Comparison for January 2007 through June 2013. Exhibits A through G are attached hereto and become a part of this document.

Following is a history and predicted volume for items not otherwise appearing in the Caseload Reports: (Charging practices were amended March 2013. See Caseload Exhibits for trends).

	2010	2011	2012
Criminal Filings	4380	3643	3188
Contested Hearings Held	585	300	330

The successful proposer will provide a full array of prosecution services as described in the detailed Scope of Work.

Minimum Qualifications

- Capability to provide a team of qualified attorneys. Five (5) or more years of experience is preferred. Rule 9 attorneys will not be considered qualified.
- Each Prosecutor must be an attorney admitted to the practice of law in the State of Washington.
- Possession of experience in prosecution of criminal and infraction matters involving violations of municipal ordinances is preferred.
- Finalists must agree to a background investigation conducted by the Lynnwood Police Department ("LPD") as a condition of award and must agree to allow the City to review his/her Washington Bar Association file. The background investigation will include submission of fingerprints for a criminal check.

Contract Term

The contract period is three (3) years commencing January 1, 2014, and may be renewed for successive three (3) year periods. Each renewal requires City Council authorization.

4. ADDITIONAL INFORMATION

Please provide your responses as indicated in the RFP Response Submittal checklist in Section 8.

4(A) Single Point of Responsibility/Accountability

4(A)1. The City's expectation is to have a single point of contact, i.e. a single point of authority and a single contracting entity for this project. This is of a critical nature for this RFP; a contract will NOT be awarded to a vendor who does not have this single point of accountability. Indicate your understanding of and compliance with this requirement.

4(B) General Questions

4(B)1 Do you meet our business size requirements? We strongly prefer not to award to any vendor if our business would represent more than thirty percent (30%) of the vendor's total revenue.

4(B)2. How many years has your company been in business? How long have you been providing these services? What is your company's primary line of business?

4(B)3. Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).

4(B)4. How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?

4(B)5. State the type of ownership of your company. Give the State and date of your incorporation if applicable. List headquarters and regional / full-service office locations, and website address.

4(B)6. Provide the key contact name, title, address, telephone and fax numbers. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and key sales personnel.

4(B)7. Please attach your audited annual reports or certified financial statements for the past three (3) years.

4(B)8. Are you willing to share these financial reports with us on an ongoing basis to allow us to verify your fiscal stability?

4(B)9. Please provide credit references to demonstrate your company's future viability.

4(B)10. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

4(B)11. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

4(B)12. Include names of three (3) current customers (title and phone numbers) that have had a scope of work similar to that described in this RFP and a letter of recommendation from each.

4(B)13. Please include reference names of former customers, if any, (title and phone numbers) and the reasons for disengagement of your services.

4(B)14. What type of insurance coverage do you carry? Describe the amount of coverage.

4(B)15. Are you on either the Federal debar list or your home state debarred list?

4(C) Section - intentionally deleted.

4(D) Summary

Explain in one (1) page or less how your solution will differentiate you from other vendors and why we should choose you as our successful vendor. List the unique features that give you a competitive edge as the City's Prosecuting Attorney.

5. PRICING SCHEDULE

The City will entertain negotiations to determine any price adjustments for the next biennium. Any price adjustments through the life of this agreement will be mutually agreed upon in writing prior to the time of the adjustment.

5(A) General Rate Schedule

Proposed fee to provide prosecuting attorney services as described herein. Monthly Flat Rate x 12 Extended Annual Price

	\$		\$
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5(B) Rate Adjustments

An annual adjustment shall be automatically calculated on January 1st of each contract year. This annual adjustment shall be the same as granted to non-union City employees by the City Council at the close of each year for the following year, if any.

5(C) Reimbursable Expenses

Please indicate below if there are any reimbursable expenses associated with this project.

- Alternate A: This bid includes no reimbursable expenses.**
- Alternate B: This bid includes the following reimbursable expenses which will be reimbursed at cost:**

Type of Expense	Maximum \$\$ Per Item	Cumulative \$\$ Maximum

5(D) Other

Vendor must list below **any and all** charges, expenses, and/or costs to be incurred by the City that are not included in this section. Failure to specifically and thoroughly enumerate such items may be a cause for disqualification.

6. QUESTION SUBMITTAL FORM

Questions regarding this RFP must be submitted in writing, in MS Word format on the form provided in this Section 6 (below) and returned via: email to the RFP Coordinator listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Only **ONE** question per form is permitted; duplication of the form is acceptable in the event you have more than one question.

Answers to all pertinent questions from all Vendors will be returned to all RFP participants without identifying the Vendor making the inquiry.

START BELOW HERE --- use "CUT" and then "PASTE" to another MS Word document

PROSECUTING ATTORNEY SERVICES #2244	RFP Questions Form
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RFP Section and Paragraph:		RFP Page Number:	
Submitted By:		Date Submitted:	
Email:		Phone:	
Company Name:			

Question:

All vendors are required to direct their questions to the RFP Coordinator listed in Section 2(C). Only one question per form is permitted.

7. **SAMPLE CONTRACT**



PROFESSIONAL SERVICES CONTRACT

CITY OF LYNNWOOD

**TITLE: Prosecuting Attorney Services
CONTRACT # 2244**

This Contract, dated effective the **xxxxx of xxxxxx, 201x** and is made and entered into by and between the City of Lynnwood (“the City”) and **xxxxxxxxxxxxxx** (“Vendor”).

- Company Name:
- Contact Name:
- Vendor Address:
- Vendor Phone:
- Vendor Fax:
- Vendor e-mail:

WHEREAS, the City desires to provide prosecuting attorney services for the City; and

WHEREAS, public convenience and necessity require the City to obtain the services of a Vendor with prosecuting attorney experience; and

WHEREAS, the City finds that Vendor is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Vendor to provide prosecuting attorney services;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Vendor.

The City retains the Vendor to provide the services described in Exhibit A, Scope of Work, which is incorporated into this Contract by reference (the “Work”). Any inconsistency between this Contract and the Scope of Work shall be resolved in favor of this Contract. The City of Lynnwood’s Prosecuting Attorney Services RFP #2244, dated **date of issue** and **name** response to **RFP** #2244, dated **date of response / quote** are incorporated into this document by reference.

The City may revise the Work and the compensation only by a written Amendment signed by both parties.

The attorney's project manager(s) of the Work shall be XXXXX. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence upon bilateral execution of a contract and mutual agreed upon commencement date. It shall be completed no later than XXXX, unless the completion date is extended in writing by the City.

2. Compensation.

- A. The Vendor shall be paid in such amounts and in such manner as described in Exhibit B.

3. Term of Contract.

The term of this contract shall be XXX (X) years (until xxxxxx) with XX (XX) additional XX(X) year renewal terms, upon mutual written agreement by both parties.

4. Request for Payment.

- A. Not more than once every thirty (30) days the Vendor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of eligible expenses with copies of receipts and invoices. The City's terms of payment are Net 30 days upon receipt of an undisputed invoice.

- B. All requests for payment should be sent to:

City of Lynnwood
Attn: Accounts Payable
PO Box 5008
Lynnwood, WA 98046-5008

5. Work Product.

The Vendor shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Vendor, at its expense, shall expeditiously correct such unacceptable work. If Vendor fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Vendor's permission shall be at the City's sole risk.

6. Termination of Contract.

City may terminate this Contract by sending a written notice of termination to Vendor ("notice") that specifies a termination date ("termination date") at least fourteen (14) days after the date of the notice. Upon receipt of the Notice, the Vendor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Vendor's material breach, the Vendor shall be paid or reimbursed for all hours worked and eligible expenses incurred up to the termination date, less all payments previously made; provided that work performed after date of the notice is reasonably necessary to terminate the Work in an orderly manner. The notice may

be sent by any method reasonably believed to provide Vendor actual notice in a timely manner.

This Contract is contingent upon the City Council's appropriation of sufficient funds for the Work contemplated under this Contract. In the event that sufficient funds are not appropriated for the Work, the City shall have the right to terminate the Contract, effective immediately, without termination charge or other liability, by providing written notice of termination to Vendor.

7. Assignment of Contract – Subcontractors.

Vendor shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

8. Indemnification.

To the extent provided by law and irrespective of any insurance required of the Vendor, the Vendor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Contract; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Vendor agrees that the provisions of this Paragraph 8 apply to any claim of injury or damage to the persons or property of Vendor's employees. As to such claims and with respect to the City only, Vendor waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND VENDOR.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Vendor" includes employees, agents, representatives sub-contractors; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Vendor shall ensure that each sub-contractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Vendor pursuant to this paragraph.

9. Insurance.

Vendor must provide the insurance as set forth in Exhibit C attached hereto.

10. Independent Contractor.

The Vendor is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Vendor shall not acquire any rights or status regarding the City.

11. Employment.

The Vendor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Contract or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City

shall have the right either to terminate this Contract without liability or to deduct from the Contract price or consideration or to otherwise recover, the full amount of such consideration.

12. Audits and Inspections.

The Vendor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Vendor's records and documents with respect to all matters covered by this Contract.

13. City of Lynnwood Business License.

Vendor may be required to obtain a City of Lynnwood business license before performing any Work. The cost of obtaining the business license is at the expense of the Vendor and shall not be reimbursed by the City. Please access the business license requirements and information at "*Get Your Business License*" which can be obtained on the City's website at www.ci.lynnwood.wa.us.

14. Compliance with Federal, State and Local Laws.

Vendor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

15. Waiver.

Any waiver by the Vendor or the City of the breach of any provision of this Contract by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

16. Complete Contract.

This Contract contains the complete and integrated understanding and Contract between the parties and supersedes any understanding, Contract or negotiation whether oral or written not set forth herein.

17. Modification of Contract.

This Contract may be modified by a Change Order as provided in Section 1, or by a written addendum that is signed by authorized representatives of the City and the Vendor.

18. Severability.

If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Contract shall remain in full force and effect.

19. Notices.

A. Notices to the City of Lynnwood shall be sent to the following address:

City of Lynnwood
Purchasing and Contracts Division
P.O. Box 5008
Lynnwood, WA 98046

B. Notices to the Vendor shall be sent to the following address:

XXXXXXX

20. **Venue.** This Contract shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Contract shall be in Snohomish County.

IN WITNESS WHEREOF, the City and Vendor have executed this Contract as of the date first above written.

CITY OF LYNNWOOD

XX VENDOR NAME XX

Don Gough, Mayor

Signature

Date

Printed Name

ATTEST BY:

Title

Lorenzo Hines, Finance Director

Date

Date

CONTRACT REVIEW ACKNOWLEDGEMENT

This sample Contract has been reviewed and

() is acceptable

() is acceptable as noted

Signed _____

Printed Name _____

Vendor _____

Date _____

8. RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format; please note that NO PDF or scanned RFP response submissions will be accepted. All submissions must be in MS Word and/or Excel.

1. Vendor shall create one original response (**labeled “original”**) with original signature (See Tab 1) and **five (5) identical copies** (for a **total of six (6)** responses).
2. The **original and each of the five (5) identical copies** shall be submitted in its own three-ring binder of sufficient size to contain the response.
3. The **original and each of the five (5) three-ring binders** shall be sent to the Purchasing Coordinator at the address shown in Section 2C, on or before the due date shown in Section 2A and in a box of sufficient size to hold all the responses.
4. In addition to the copies specified above the Vendor **MUST** include a CD of the entire response which shall be placed inside the front cover of the original response.
5. The RFP name must be shown on the lower left-hand corner of the box.
6. The **original and each of the five (5) copies** shall be indexed with tabs as follows:

Tab #	Section	Description
1	1C	RFP Cover Sheet
2	2F	Non-Collusion Certification
3	3	Acknowledgement and Understanding of Scope of Services
4	4A	Single Point of Responsibility
5	4B	Answers to General Questions
6	4D	Summary
7	5	Pricing Schedules (Section 5A - 5D)
8	7	Contract Review Acknowledgement

This checklist is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.

EXHIBIT A – SCOPE OF WORK

This Scope of Work also includes all requirements as set forth in Section 3 Scope of Services.

Where the City has original jurisdiction over any of the matters committed within City boundaries, the prosecutor will do the following:

1. Review of cases for filing

- Approve for filing or decline for filing within fourteen (14) days of receipt cases sent by the Lynnwood Police Department for a prosecutor filing decision.
- Promptly send a memo to the Lynnwood Police Department explaining a decline or requesting additional information to be used in making the filing decision unless a case is approved for filing.

2. Complaints

- Within thirty (30) days after a defendant pleads not guilty, file a complaint with the court.
- At the same time, prepare file notes regarding evidence, witnesses and any extra information needed before trial.

3. Discovery

- Provide discovery for all the relevant matters to the defense after the defendant is listed as having been appointed a public defender, in accordance with court rules.

4. Subpoenas

- Subpoena all City witnesses in accordance with current practices, file proof of service with the court and notify witnesses if they are not needed. Should it become apparent that Police Officers will not be needed as witnesses, the prosecutor shall forward a list of those officers not needed in sufficient time to allow cancellation of the officer's appearance without compensation consistent with the labor agreement between the City and the Police Guild or may contact officers directly as arranged with the Chief of Police.

5. Plea Offers

- Prepare a plea offer for each case except for bail forfeitable offenses. Each completed plea offer form is to be available at court no later than the scheduled start of the arraignment calendar for that case. Plea offers should include a deadline for acceptance of the offer.
- Shortly after a defendant enters a not-guilty plea, send the defendant (or their attorney) a letter stating a plea offer in every case except those in which the prosecutor thinks it would be undesirable to send a plea offer letter.

6. Victims or Complaining Witnesses

- For domestic violence cases, it is anticipated that the victim services coordinator will have contact with the victim before arraignment. Otherwise, the prosecutor's office will make direct contact with the victim (or if that is not practical, send a letter to the victim) by no later than two (2) weeks after arraignment.
- In other cases, shortly after the defendant pleads not guilty, the prosecutor's office will contact all necessary prosecution witnesses where it is likely that such witnesses will be necessary to appear for trial.

7. Case Management

- Exhibits: Within thirty (30) days after a defendant pleads not guilty (without waiting for the case to come up on a court calendar) each case will be reviewed for trial readiness. This review will include insuring that proof of elements of the crime will be in hand for trial (e.g. admissible evidence, status of driver's license).

8. Victim Services Coordinator

- The prosecutor should have regular communications with the domestic violence coordinator, particularly for discussing upcoming cases. The prosecutor should, if possible, seek the input of the coordinator before any unusual disposition of a case is proposed in court.

9. Court Appearances

- Prosecuting attorney shall appear at the arraignment calendar. Prosecutor coverage for all other calendars shall be at the discretion of the vendor. Exhibit A is an example of a typical court calendar. Lynnwood Police Department or the Court may reasonably request the presence of a prosecuting attorney on any specific matter. The prosecutor will advise Lynnwood Police Department of any disposition on matters of particular interest to them.

10. Appearance at District Court

- In the event that a City of Lynnwood criminal matter is scheduled for hearing at district court, attend such setting, unless excused by the district court.

11. Liaison

- Be the liaison between the Lynnwood Police Department and the court system regarding both court procedures and ongoing law enforcement operations.

12. Legal Advisor

- Be routinely available through e-mail, phone calls, and office visits to all Lynnwood Police Department officials and officers.

13. Coverage

- Arrange for coverage for illness or other absence.
- Provide the court with the names and telephone numbers of at least two other attorneys with whom the prosecutor has made prior arrangements for coverage at court appearances in the event the prosecutor has an unexpected absence.
- Ensure that availability of attorneys and support staff is consistent with efficient delivery of prosecution services.

14. Expert Witnesses

- Identify and secure any expert witnesses considered appropriate. The City shall pay directly for all expert witnesses. The City has certain contracts for certain expert witnesses which the prosecutor may use as appropriate.

15. Administrative Support

- Provide appropriate administrative support for the prosecution team.

16. Training/Monthly Legal Updates

- Keep current on legal issues and legislation including attendance at continuing legal education.
- Provide information and/or on-going monthly training to the Lynnwood Police Department regarding recent developments in the Lynnwood Municipal Court, address how the judge is ruling on particular issues so that officers will be better prepared for court actions, and present discussions on legal issues both from a statutory and case-law point of view.

- Address legislation relevant to law enforcement activities within the timeframe requested by the Lynnwood Police Department.
- Attend quarterly briefings as scheduled by the Lynnwood Police Department training section to discuss relevant issues of the laws of arrest, search and seizure, recent legislation and to respond to questions. These meetings may occur outside normal business hours.
- Attend regional meetings regarding law enforcement as requested or necessary to address legal issues of the Lynnwood Police Department.
- May occasionally assist in drafting ordinances related to police enforcement issues at the request of the Lynnwood Police Department. Route drafts to the City Attorney for approval.
- If requested by the Chief of Police or designee, attend City Council meetings or meetings with officials concerning legal matters.
- Perform any other work requested by the Chief of Police.

17. Appeals

- Represent the City for Rules for Appeal of Decisions of Courts of Limited Jurisdiction (“RALJ”) appeals at Superior Court in Everett. Perform legal research and file a responsive brief only after discussion with the Lynnwood Police Department.
- Appear at court to discuss any issues.
- Prepare for oral arguments.

18. Forfeiture Actions (civil)

- Represent the City in all civil forfeiture matters filed in Lynnwood Municipal Court, regardless if matters are heard by the City Hearing Examiner or are removed to another jurisdiction.

19. Code Enforcement

- Represent the City on actions that are initiated by a non-police City department, in particular code enforcement actions, at the request of the City.
- Charge and prosecute persons and businesses who violate provisions of the Lynnwood Municipal Code, including such matters as illegal signs, failing to obtain or renew a business license, failing to maintain property so as to constitute a public nuisance, or failing to comply with the Uniform Fire Code.

20. Charging Decisions

- Upon request of a police officer, review criminal files to assist the Lynnwood Police Department in making filing decisions. Cases are occasionally referred to the prosecutor to determine if there is sufficient evidence to file criminal charges. The prosecutor may then draft a criminal complaint and file it in court, or, if there is insufficient evidence, may decline to charge or request additional police investigation.

21. Bail Book

- At the request of the Lynnwood Police Department, actively maintain and update a bail book that lists all the crimes and infractions for the State of Washington. List the elements of the crime, and the charging language to be used on citations issued by officers. The Bail Book is to be updated yearly, at a minimum.

22. Declined Case Review Process

- Notify police officers when a case is declined. These notices should specifically address problem areas that made the case legally insufficient or weak, or difficult to prosecute.

23. Representation

- Attend all matters as required by the Judge, in addition to any other Court matters that the prosecutor deems appropriate.

24. Prosecuting Attorney Replacements

- Give timely notification to the City of any proposed new attorney who will perform contract duties and submit that individual's name for criminal background investigation conducted by the Lynnwood Police Department and allow the City to review his/her Washington Bar Association file. Background investigation will include submission of fingerprints for a criminal check.

25. Defense Interview Representation

- Attend all defense initiated interviews with involved officers.

EXHIBIT B – COMPENSATION

- A. The total compensation to be paid to Vendor, including all services and expenses, shall not exceed XXXXXX (\$XXXX), which shall be full compensation for the Work. Vendor shall notify the City when its requests for payment reach eighty-five percent (85%) of the total compensation.
- B. Vendor shall be reimbursed for Reimbursable Expenses actually incurred. “Reimbursable Expenses” means those types and amounts of expenses listed or those expenses that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Vendor shall lodge within the corporate limits of City.

EXHIBIT C – INSURANCE REQUIREMENT

Vendor must provide insurance as follows:

- A. Vendor shall comply with the following conditions and procure and keep in force at all times during the term of this Contract, at Vendor's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Vendor's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Vendor shall require each sub-contractor to provide Workers' Compensation Insurance for its employees, unless the Vendor covers such employees.
 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Contract may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Contract or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
 5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

- B. Before the Vendor performs any Work, Vendor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lynnwood, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City

- of any certificate showing less coverage than required is not a waiver of the Vendor's obligations to fulfill the requirements.
- C. Vendor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Vendor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Vendor insurance in the name of the Vendor and deduct the cost of providing and maintaining such insurance from any sums due to Vendor under this Contract, or the City may demand Vendor to promptly reimburse the City for such cost.