



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

December 5, 2022

Subject: Request for Proposals #2200-P, Fayette County State Court Public Defender

Gentlemen/Ladies:

Fayette County, Georgia invites qualified law firms to submit a proposal to serve as Public Defender for the Fayette County State Court, in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to Natasha Duggan, Contract Administrator, in writing via email to purchasinggroup@fayettecountyga.gov or fax to (770) 719-5534. **Questions will be accepted until 2:00 p.m., Wednesday, December 28, 2022.**

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Request for Proposals #2200-P
Request for Proposals: **Fayette County State Court Public Defender**

Your envelope *must* be sealed and should show your company's name and address.

Proposals will be received at the above address until 3:00 p.m., Tuesday, January 10, 2023, in the Purchasing Department, Suite 204. The proposals will be opened at this time. For proposals that you may drop off in person, you may bring them into the Purchasing Department, or you may use the large metal parcel drop box located outside the front door of the Purchasing Department, Suite 204. Late proposals cannot be considered. Faxed or emailed proposals cannot be considered.

If you download this request for proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, light blue circular scribble.

Ted L. Burgess
Director of Purchasing

Contract #2200-P: Fayette County State Court Public Defender

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "Contractor" as used herein and elsewhere in these General Terms and Conditions shall be used synonymously with the term "Successful Offeror" or "Successful Firm." The term "County" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the Offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the Successful Offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is **2200-P**, and
 - c. The RFP Name, which is **Fayette County State Court Public Defender**

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, five (5) bound paper copies, and a complete copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening to the date of award, unless this time-frame is specifically excepted to in your offer.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be

withdrawn after the opening only with written authorization from the Director of Purchasing. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.

7. **Defects or Irregularities in Proposals:** The county reserves the right to waive any defect or irregularity in any proposal received.
8. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
9. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
10. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the county. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without

collusion or fraud.

13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
14. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
15. **Term of Contract:** The initial term of this agreement shall begin on July 1, 2023 and continue for a period of three years, through June 30, 2026. Thereafter, this agreement will renew automatically for additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless written notice is given by either party to the other party at least ninety (90) days prior to the beginning of the next renewal term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
16. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
17. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
18. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
19. **Indemnification:** The Contractor shall indemnify and save the county and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed by or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the county growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
20. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the county.
21. **Insurance:** The Contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:

- **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- **Worker's Compensation:** Workers Compensation as required by Georgia statute.
- **Professional Liability Insurance:** \$1,000,000 limit per claim and aggregate.

Before a contract is executed with the Successful Offeror, the Successful Offeror shall provide Certificates of Insurance for all required coverage. The Successful Offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
 140 Stonewall Avenue West
 Fayetteville, GA 30214

22. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
23. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the county will pay the Contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
24. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
25. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

RFP #2200-P: Fayette County State Court Public Defender

SPECIAL TERMS AND CONDITIONS

The following terms and conditions are specific to the contract to be entered into between Fayette County, Georgia and the Successful Firm for provision of State Court Public Defender services.

1. **Definitions:** The term "Contractor" as used herein and elsewhere in these Special Terms and Conditions shall be used synonymously with the term "Successful Firm." The term "County" shall mean Fayette County, Georgia.
2. The Contractor shall maintain an office in Fayette County available for client appointments from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
3. The Contractor shall employ sufficient staff to adequately serve the caseload in a timely and efficient manner.
4. Each attorney providing Public Defender services shall be licensed and in good standing with the State Bar of Georgia.
5. The Contractor shall have a staff member available to interview potential clients at all arraignment calendars, and an attorney to attend all motion calendars and trial calendars.
6. The contractor shall have sufficient staff to visit inmates at the Fayette County Jail.
7. The Contractor shall maintain sufficient personnel so as not to file a leave of absence.
8. The Contractor shall maintain an appropriate, private place for interviewing clients and witnesses.
9. The Contractor shall retain records for all closed cases for seven (7) years, as required by the State Bar of Georgia.
10. This Agreement is not intended to, nor shall it operate to abrogate or otherwise interfere with the inherent power of the State Court to appoint counsel for or otherwise ensure the adequate representation of indigent defendants appearing in the State Court.
11. In the event either party terminates this Agreement, the Contractor shall continue to represent all indigent defendants for whom the Contractor has begun representation until such time as new counsel has been appointed by the State Court. The Contractor shall be entitled to receive fees for all services rendered following the termination of this Agreement in those cases when the Contractor continues to provide representation.

Request for Proposals

2200-P: Fayette County State Court Public Defender

OBJECTIVE

Fayette County, Georgia seeks to contract with a qualified law firm to serve as Public Defender for the State Court of Fayette County.

INTRODUCTION / BACKGROUND

The State Court of Fayette County was created in 1994 by local legislation of the Georgia General Assembly (Ga. L. 1994, p. 4980). State Court began operating on January 1, 1997. Historically, the Circuit Public Defender Office of Griffin Judicial Circuit has represented indigent defendants appearing before the State Court. When the current contract ends on June 30, 2023 the Circuit Public Defender Office will no longer represent these defendants. After that date, the State Court plans to provide indigent services by contracting with a qualified law firm.

STATEMENT OF NEED / SCOPE OF SERVICES

The State Court has jurisdiction over all criminal matters below the grade of felony, including misdemeanors, traffic violations, and county ordinance violations. Criminal violations handled by the State Court are prosecuted by the Office of the Solicitor General.

The successful firm will provide representation to defendants who qualify for indigent counsel, and who are involved in the following actions:

1. Persons charged as adults with violation of state laws, city ordinances and county ordinances in the State Court of Fayette County,
2. Hearings of probation revocation, or
3. Direct appeals from a decision in cases described in #1 above.

The Successful Firm shall be responsible for assuring that adequate and effective legal representation is provided to indigent persons, independently of political considerations or private interests.

It is recognized that different types of cases require different levels of work. Based on recent experience, it is estimated that the current percent of effort required for the various categories of cases is as follows:

<u>Type of Case</u>	<u>Percent of Effort Required</u>
Criminal Case	75%
Probation Revocation Case	20%
Traffic Case	4%
Ordinance Case	<u>1%</u>
Total	100%

RSPONSE REQUIREMENTS

1. **Cover Page:** Include the Request for Proposal number (#2200-P) and title (*Fayette County State Court Public Defender*). Also include your Firm's name, address, telephone number, fax number, and e-mail address.
2. **Table of Contents**
3. **Required Documents:**
 - Company Information *{form provided}*
 - Contractors Affidavit under O.C.G.A. § 13-10-91(b)(1) *{form provided}*
 - References *{form provided}*
 - Exceptions to Specifications page *{form provided}*
 - Signed addenda if any are issued
4. **Understanding and Approach:** State your understanding of the objectives of the work entailed in this RFP. Describe the approach you propose to take in addressing the objectives. Identify potential challenges you may face, and how you would resolve them. Describe any specialized or unique capabilities of your firm that may be beneficial in delivery of this service.
5. **Qualifications:**
 - a. Identify the key team members who would be assigned to the work. (the team may include personnel employed by the Firm, or a mixture of Firm's personnel and outside sub-consultants).
 - b. Include a resume for the key team members (including the Firm's key personnel and key sub-consultants). Describe each key team member's experience with comparable work, and the expected role of each for the State Court of Fayette County.
 - c. Identify the main contact person for this work.
6. **Firm's Expertise and Experience:** Provide a brief overview of your firm, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Include the firm's experience in providing services that are relevant to the work in this RFP.

Demonstrate your Firm's experience and qualifications by listing at least three references that help to demonstrate your ability to provide the services required of a Public Defender. List references on the attached form, and submit them in the "Required Documents" section above. The county reserves the right to contact any of the listed individuals or entities.

7. **Fees:** Submit proposed fees in a sealed envelope separate from the Technical Response portion of your proposal. Pricing shall be proposed in the form of an annual flat fee. The annual flat fee shall include all incidental or other expenses, including but not limited to copy charges, office supplies, research fees, expert witness fees, transcripts, investigators, and any other expenses incurred in carrying out the contracted work.

The county will make monthly payments to the successful firm. The successful firm will be independent contractors and shall not be entitled to any benefits, nor shall any withholdings be made.

The contract resulting from this RFP will include a provision for adjusting the annual flat fee, based on increases or decreases in the Public Defender’s annual workload and/or other relevant factors. Annual fee increases or decreases will be the result of negotiations between the contracting firm, the Fayette County State Court, and the Fayette County Administrator. If, as a result of said negotiations, all three parties do not agree on a fee for the upcoming contract year, the County reserves the right to not renew the contract, and to seek another law firm to serve as Public Defender.

EVALUATION CRITERIA

Award will be made to the responsive, responsible firm whose proposal is most advantageous to the State Court and the county, with price and other factors considered. An Evaluation Committee will review and evaluate proposals, including technical merit and proposed prices.

Technical Merit: Evaluation scores will be based 70% on technical merit of the proposal (please see items 4-6 in the Proposal Response Requirements section above), as follows:

	Maximum <u>Points</u>	Percent <u>Of Score</u>
a. Understanding and approach	30	30%
b. Qualifications	20	20%
c. Firm's expertise and experience	<u>20</u>	<u>20%</u>
Total Earnable Points – Technical Merit	70	70%

Price: Thirty percent (30%) of your score will be determined by your proposed annual contract amount, as compared to other responding entities. Proposed annual fees will be assigned points earned through use of a “variance” weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals’ price scores will be calculated via a formula that is based on the variance of their prices from the lowest offered price.

Presentations: The County may, at its discretion, choose one or more of the best-scoring firms to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly, by up to a maximum of 30 points each.

COMPANY INFORMATION
RFP #2200-P: FAYETTE COUNTY STATE COURT PUBLIC DEFENDER

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

**2200-P: Fayette County State Court
Public Defender**
Name of Project

Fayette County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

REFERENCES

RFP #2200-P: Fayette County State Court Public Defender

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

