



SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS

BID 2020-00104

For

Indigent Defense in State and Juvenile Court of Spalding County

ISSUE DATE: MAY 8, 2020

BID DUE DATE: Friday, MAY 22, 2020 at 2:00 PM (EST) in HARD COPY.

Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department,
Terri Bass, via email to: tbass@spaldingcounty.com

The deadline to submit questions is Thursday May 21, 2020 at 2:00 PM (EST).

All spaces below are to be filled in and the BID FORM **must** be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS
FOR
INDIGENT DEFENSE IN THE STATE AND JUVENILE COURTS OF
SPALDING COUNTY

Description of Project: The Board of Commissioners of Spalding County, Georgia (hereafter “Spalding County”) is requesting proposals for Indigent Defense in the State and Juvenile Courts of Spalding County.

General Conditions and Specifications: General Conditions and Specifications may be obtained by contacting Terri Bass at tbass@spaldingcounty.com or on the Spalding County website at www.spaldingcounty.com. No phone calls.

Time and Place for Submission of Proposals: Proposals must be received by Friday, May 22, 2020 at 2:00 p.m. EST at the Spalding County Annex located at 119 E Solomon Street, Room 104, Griffin, GA 30223, or via U.S. Mail to Spalding County Board of Commissioners, Attn: Purchasing, 119 E Solomon Street, Room 104, Griffin, GA 30223.

Presentation to Board of Commissioners: The Board of Commissioners have requested brief presentations (15 minutes maximum) **by** each qualified bidder. Presentations will be made to the Board on Thursday, May 28, 2020 between the hours of 8:00 AM – 6:00 PM. Administrative Staff will schedule presentations and advise qualified bidders of their presentation times on Monday, May 25, 2020. It is suggested that all perspective bidders view the County Commissioners’ Meeting of May 4, 2020 where the Indigent Defense Contract was discussed before making their presentation.

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GENERAL CONDITIONS

All proposals must comply with the following general conditions:

1. The proposal should be delivered to:

For hand delivery:

Spalding County
Courthouse Annex
Attn. Purchasing
119 E Solomon Street, Room 104
Griffin, Georgia 30223

For U.S. Mail:

Spalding County
Board of Commissioners
Attn: Purchasing
119 E Solomon Street, Room 104
Griffin, GA 30223

2. All proposals and supporting documents shall be submitted in a sealed envelope clearly labeled:

Sealed Proposal for Indigent Defense in the State and Juvenile Courts of Spalding County

Spalding County will not be responsible for the premature opening of a proposal which is not properly addressed, marked, and sealed.

3. The party submitting the proposal is solely responsible for ensuring delivery to the designated location within the designated time.
4. All proposals submitted shall become the property of Spalding County and will not be returned to the party submitting the proposal (hereafter “contractor” or “proposer”).
5. Spalding County is not responsible for any costs incurred by the contractor in the preparation of proposals or presentations related thereto. All such expenses shall be borne solely by the contractor.
6. All questions should be directed in writing to the Spalding County Purchasing Department, Terri Bass, via email to: tbass@spaldingcounty.com. No phone calls.

No other person is authorized to provide information related to this Request for Proposals, and reliance on information from any other individual may result in any proposal being deemed non-responsive and rejected.

7. Spalding County reserves the right to reject any and all proposals, including, but not limited to, any and all non-conforming, non-responsive, or conditional proposals, and to

reject any and all proposals that it believes in its sole judgment would not be in the best interest of the project, whether because such proposal is not responsive, the contractor is unqualified, of doubtful financial ability, was previously unfaithful or delinquent in a contract with Spalding County, or fails to meet any other relevant standard or criteria. Spalding County further reserves the right to waive any technicalities, irregularities, or informalities, to seek clarification of any information contained in any or all proposals, and to request additional information from the contractor or a third-party.

8. The contractor may be required, upon request, to prove to the reasonable satisfaction of Spalding County that the contractor has the skill, experience, facilities, and financial resources to timely perform all obligations related to the project in a satisfactory manner. A contractor that does not meet said criteria may be rejected.
9. The contractor warrants that its proposal is not fraudulent, collusive, or made in the interest of or on behalf of any person not therein named. The contractor further warrants that it has not directly or indirectly induced or solicited any other responding contractor to submit a fraudulent proposal or any other person, firm, or corporation to refrain from submitting a proposal, and that contractor has not in any manner sought by collusion to secure any undue advantage over any other responding contractor. The contractor shall submit a properly executed "Affidavit of Acknowledgment and Non-Collusion," a copy of which is attached hereto, with its proposal.
10. The contractor warrants that no member of the Spalding County Board of Commissioners has a direct or indirect interest of any nature in its proposal or any contract that may be entered pursuant to it, or in any expected profits which might arise therefrom.
11. All provisions of the Request for Proposals, including any amendments thereto, shall be incorporated in the successful responding contractor's contract, unless otherwise stipulated by written agreement of the parties.
12. At the discretion of Spalding County, contractors submitting proposals may be requested to make one or more oral presentations or to be interviewed as part of the selection process at the expense of the contractor.
13. The contractor shall submit proof of:
 - a. Professional Liability Insurance (Malpractice Insurance): The contractor shall provide, at its sole expense, professional liability insurance in the minimum amount of \$2,000,000 per claim.
 - b. Workers' Compensation: Unless otherwise agreed by the County, the contractor shall provide, at its sole expense, workers' compensation coverage with limits of no less than \$1,000,000 per occurrence, regardless of whether the contractor is subject to the Georgia Workers' Compensation Act or otherwise required by law to have such coverage.

- c. Comprehensive General Liability: The contractor shall submit proof of comprehensive general liability insurance for a combined single limit for bodily injury and property damage in the minimum amount of \$1,000,000 for each occurrence or a combined single limit of \$2,000,000.
 - d. Physical Location: The main physical office location for the provision of Indigent defense shall be located within the city limits of Griffin, GA.
14. The contractor shall be bound by the following indemnification provision, which shall be included in the performance contract:

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

15. The written specifications contained in this Request for Proposals may not be altered except by written addendum from Spalding County.
16. The contractor shall furnish a list of three references in the legal field, and the following:
 - a. Principal Owner(s).
 - b. Business Address.
 - c. Description of any experience in criminal law.
 - d. List of any other government agencies with whom you or your law firm currently has or has had contracts for representation within the last five years.
 - e. Resumes of all attorneys to be assigned to this project.
 - f. Statement listing any and all differences between your proposal and the work specified in this Request for Proposals.
17. The contractor shall identify and describe any pending lawsuits in which it is a named party and shall disclose the names of all other parties, the county and court in which it is pending, and the current status of the lawsuit.
18. During the process of performing the work, the contractor shall endeavor to promote understanding and amicable relations with citizens and the public. For key positions, including any managers or supervisors, the contractor will provide experienced employees at least 21 years-of-age, of good character, neat appearance, and an adequate number of employees to perform the work in an accurate and timely manner.
19. Proposals must be typed. Any corrections made by the contractor prior to opening must be initialed and dated by an authorized representative of contractor. No changes or corrections will be allowed after proposals are opened.
20. The contractor must furnish Spalding County with two complete copies of the proposal. Each copy must contain a manual signature of an authorized representative of the contractor.
21. No proposal may be withdrawn for a period of 90 calendar days after the closing date for receipt of proposals.
22. Unless otherwise agreed by Spalding County in writing, no payment will be rendered for any work which has not been completed to the reasonable satisfaction of Spalding County.
23. If the contractor or any of its principal owners have outstanding financial obligations to Spalding County, including, but not limited to ad valorem taxes, Spalding County may apply any or all the contractor's compensation for the work to be performed hereunder to the outstanding obligation or indebtedness.
24. The contractor must certify that there are no known circumstances which will cause a conflict of interest in performing the services required.

25. It is the policy of Spalding County that no person or entity shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract on the grounds of race, color, creed, national origin, age, sex, or membership in any other protected class.
26. By submitting a proposal, the contractor verifies its compliance with O.C.G.A. § 13-10- 91 and agrees to maintain records of such compliance and to provide a copy of each such verification to Spalding County at the time it is retained to perform services.
27. The contractor shall be familiar with and have a strong working knowledge of all federal and state laws and regulations related to the work performed. The contractor shall provide any other information or documents as required by applicable federal or state laws for the successful completion of the project.

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SPECIFICATIONS

All proposals must comply with the following specifications:

1. Spalding County (hereafter “County”) wishes to contract with a law firm with at least four attorneys to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations to private interests, to indigent defendants in criminal cases in the State and Juvenile Courts of Spalding County.
 - a. The Contractor shall furnish Spalding County with the number of Attorneys that will be assigned to the Indigent Defense for the State and Juvenile Courts.
 - b. The Contractor shall be required to provide each client they represent with a Customer Satisfaction survey, that will be presented to the Board of Commissioners semi-annually.
2. The successful proposer(s) must be licensed by and in good standing with the State Bar of Georgia. The successful proposer(s) must be admitted to practice before the appellate courts of the State of Georgia within thirty days following execution of a contract with the County. The successful proposer(s) must also be competent in criminal law and have sufficient legal experience to successfully perform the requested representation.
3. The successful proposer(s) will commence work on or about July 01, 2020. The term of the initial contract (FY 2021) will be one year beginning July 01, 2020 and ending on June 30, 2021. The County requests proposals for three fiscal years of each contractor: FY 2021, FY 2022 (July 1, 2021 – June 30, 2022 and FY 2023 (July 1, 2022 – June 30, 2023).
4. The successful proposer(s) will assume responsibility for representing all indigent defendants in the State and Juvenile Court of Spalding County.
5. The successful proposer(s) will provide representation to indigent defendants in the following cases:
 - a. Misdemeanor cases prosecuted in the State Court of Spalding County under the laws of the State of Georgia or the County’s ordinances in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged, as well as the initial direct appeal of said cases in the event of a conviction at trial;
 - b. Hearings in the State Court of Spalding County on a revocation of probation; and
 - c. Appear in the Magistrate Court of Spalding County for misdemeanor hearings including, but not limited to, misdemeanor probable cause hearings, bond hearings, bond revocation hearings, bond modification, and other related hearings for misdemeanor cases that have not yet been accused in the Spalding County State Court.

This paragraph pertains to our existing system where State Court Pre-Accusation cases that are still technically in the custody of the Magistrate Court qualify for representation as the cases work their way from Magistrate to State Court.

This does NOT include “Magistrate Only” cases such as ordinances.

The successful proposer(s) will attend every State Court calendar call and trial calendar and will provide representation for arraignments, entry of guilty pleas, and trial, and shall provide consultation with defendants as necessary to adequately prepare for the scheduled proceedings or defense of the case.

In any case in which the indigent defendant is unable to post bond, the successful proposer(s) assigned to the case will file a bond motion within three business days of receiving notice of the appointment and will set the bond motion for a hearing on the next available court calendar within the next two weeks.

- d. Dependency actions pending in the Juvenile Court of Spalding County. Contractor shall provide services for both indigent defense of Parents, as well as, supply of Guardian Ad Litem services in dependency matters.
 - e. In the event of a “conflict of interest” situation where it is necessary to retain outside counsel to represent an individual, Contractor shall provide for such legal representation by retaining competent outside local Counsel to serve.
 - f. Contractor will be required to act as, or provide, an attorney guardian ad litem to act as the “plan manager” as defined by OCGA 15-11-381 in delinquent competency hearings as described in Article 7 of Chapter 11 of Title 15 of the Georgia Code.
6. The proposer agrees to provide legal representation by an attorney who is not associated with the successful proposer(s) in cases in which all the successful proposer(s) have actual (not just potential) conflicts of interest.
7. It shall be the responsibility of the successful proposer(s) to evaluate all submitted applications for indigent representation for State Court and Juvenile Court. Unless otherwise directed by the County, applications will be available and accepted at the successful proposer(s)’ place of business. The successful proposer(s) will timely investigate each application and determine whether the applicant qualifies as indigent as provided by Georgia law. The successful proposer(s) will then notify the applicant of said determination. If a State Court or Juvenile Court defendant is deemed indigent as defined by Georgia law because of his or her financial condition, legal services as provided herein will be timely rendered to the defendant.
8. The successful proposer(s) must be able to enter a contract with Spalding County within fifteen (15) days from the date of award.

9. Proposers shall submit a proposal to cover all of the non-conflicting indigent defense caseload for the Spalding County State Court and Juvenile Court for a flat fee. All incidental or other expenses shall be incorporated into the flat fee, including, but not limited to copy charges, office supplies, research fees, expert witness fees, transcripts, investigators, and miscellaneous expenses of investigation.

The County will make monthly payments to the successful proposer(s). The successful proposer(s) will be independent contractors and shall not be entitled to any benefits, nor shall any withholdings be made.

10. Upon request by the County, the successful proposer(s) shall provide reports or information regarding the number or type of active cases and any other pertinent information required by the County, such as the dates present in State Court and Juvenile Court and the disposition of each case handled.
11. The successful proposer(s) shall comply with the applicable policies and standards adopted by the Georgia Public Defender Council for the representation of indigent persons.
12. The successful proposer(s)' contract will acknowledge that the contract may need to be revised periodically to address new or unforeseen matters. Each party will agree to cooperate with the other party to effectuate and carry out the intent of the contract.
13. The contract and the rights and obligations of the parties shall be governed by and subject to and interpreted in accordance with the laws of the State of Georgia. The parties will acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the County is the Superior Court of Spalding County, Georgia. The contract, including any attachments thereto, will constitute the entire agreement between the parties with respect to the subject matter of the contract and may be altered or amended only by a subsequent written agreement of equal dignity. The contract will contain a provision that the contract may be terminated by the County for cause, in whole or in part, at any time for failure by the successful proposer(s) to perform any of the duties under the contract. Upon termination or expiration of the proposed contract, the parties will agree to cooperate to effectuate the smooth and reasonable transition of services of existing clients.

AFFIDAVIT OF ACKNOWLEDGMENT AND NON-COLLUSION

STATE OF _____

COUNTY OF _____

Personally, appeared before me, the undersigned, _____,
who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.

I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.

Further, Affiant sayeth not.

Under seal this _____ day of _____, 20____.

BY: _____
Printed Name: _____
Title: _____
Contractor: _____
Address: _____

Phone: _____
Email: _____

Sworn to and subscribed before me
this _____ day of _____, 2020.

Notary Public
My commission expires: _____

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

CONTRACTOR AFFIDAVIT & AGREEMENT PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned (hereafter “Contractor”) verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Spalding County, Georgia, a political subdivision of the State of Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor agrees that it will continue to use the federal work authorization program throughout the contract period and will contract for the physical 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(b). Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Spalding County at the time the subcontractor is retained to perform such service and in no event later than five business days after Contractor’s receipt.

Under penalty of perjury, Contractor attests that the foregoing is true and that its federal work authorization user identification number and date of authorization are as stated below.

Federal Work Authorization
User Identification Number

Date of Authorization for Federal Work
Authorization User Identification Number

Name of Contractor

Signature of Authorized Officer or Agent

Name of County Project

Printed Name of Authorized Officer or Agent

Date Affidavit Executed

Title of Authorized Officer or Agent

Subscribed and sworn before me on this ____
day of _____, 20____ in
_____ [city], _____ [state].

[NOTARY SEAL]

NOTARY PUBLIC
My Commission Expires _____

NOTE: A contractor or subcontractor who has no employees and does not hire or intend to hire employees for satisfying or completing the terms and conditions of any part or all of the original contract with the County shall instead provide a copy of the state issued driver’s license or state issued identification card and a copy of the state issued driver’s license or identification card of each independent contractor utilized in the satisfaction of any part or all of the original contract with the County. The driver’s license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuing a driver’s license or identification card. If a contractor or subcontractor later determines that he or she will need to hire employees to satisfy or complete the physical performance of services under an applicable contract, he or she shall first comply with the affidavit requirements of O.C.G.A. § 13-10-91(b)(5).
Updated 12/15/14