



REQUEST FOR PROFESSIONAL QUALIFICATIONS (RFQ)

REQUESTOR: City of Georgetown
1134 North Fraser Street
Georgetown, SC 29440
Contact: Daniella Howard, Purchasing Agent
Email: purchasing@cogsc.com
Phone: 843.545.4043

PROJECT: Legal Defense Services for Indigent Defendants

DATE OF ISSUE: Friday, March 23, 2018

DUE: On or before 2:00 pm EST (local time) Thursday, April 12, 2018

Submit sealed RFQ responses to:

City of Georgetown
Attn: Purchasing - RFQ Proposal
Legal Defense Services
1134 N Fraser Street
Georgetown, SC 29440

Background

The City of Georgetown is an incorporated municipality with a population of approximately 9,163 residents. The City is located 60 miles north of Charleston and 36 miles south of Myrtle Beach. It is the end point of the area commonly known as “The Grand Stand”. The City is bordered by the Winyah Bay to the east and the Sampit River to the South. Tourism is a major economic driver in the area, as well as local industries, such as International Paper. Georgetown operates under the Mayor-Council form of government as set forth in the State of South Carolina Code Chapter II, Article I, Section 2-1. Additional information is available on our website at www.cogsc.com.

Purpose/ Project Description

The City of Georgetown is soliciting statement of qualifications (SOQ’s) for legal services to provide legal defense services to indigent defendants charged with misdemeanor offenses in Georgetown Municipal Court. Cases are assigned by the Municipal Court Judge when he determines that a defendant is indigent and entitled to legal defense services. The successful respondent will be required to enter into a Professional Services Contract with the City of Georgetown. The successful respondent must be willing to accept all cases assigned by the Municipal Judge and be able to accept cases beginning 30 days after the contract is executed.

Scope of Services/Specifications

The purpose of this RFQ is to solicit statement of qualifications to include separate sealed fee proposals from legal firms to provide legal defense services to indigent defendants charged with misdemeanor offenses in Georgetown Municipal Court.

The scope of work will generally include the following:

The contract award winner shall be designated Public Defender for the City of Georgetown Municipal Court, duly appointed to represent defendants who are appointed legal counsel by the Georgetown Municipal Court. Representation as the City’s Public Defender shall include but not be limited to:

1. Must attend all scheduled court appearances for each defendant assigned.
2. Must represent appointed cases at trials and sentencing.
3. The Public Defender must consult with defendants prior to trials. Failure to consult with defendants prior to trial shall only be excused for good cause.
4. When a defendant exercises his or her right to trial, the Public Defender shall diligently prepare for trial and ensure that the defendant receives adequate representation. Preparation for trial shall include but not be limited to: interviewing witnesses identified by the City Prosecutor, interviewing witnesses identified by the defendant, reviewing police reports and evidence, researching legal issues, preparing a witness list on behalf of the defendant, and consultation with the defendant.

5. If a defendant represented by the City's Public Defender elects to appeal a conviction to the Circuit Court, the Public Defender is responsible for timely filing a Notice of Appeal from the Georgetown Municipal Court.
6. Must notify Georgetown Municipal Court in writing of any conflict of interest, conflicting litigation or inability to practice law.

Minimum Experience/Qualifications

1. Must be a member in good standing with the South Carolina Bar Association;
2. Must be prepared to competently defend criminal law and traffic law matters;
3. Must be familiar with the statutes, court rules, constitutional provisions, city ordinances, and case law relevant to criminal and traffic laws;
4. Must be familiar with the collateral consequences of conviction, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction; and
5. Must be familiar with mental health issues to be able to identify the need to obtain expert services.

Process/Evaluation

Proposals will be evaluated for approval on the basis of the following criteria:

- A. Experience of legal firm with legal defense services for indigent defendants.
(30 points)
- B. Management and staff qualifications. Provide firms' ownership and staff assigned to this project.
(25 points)
- C. Whether the proposer has met the criteria of the RFQ specifications, terms and conditions of the RFQ.
(25 points)
- D. Classification as a Women, Minority, Veteran Owned Business. Submit documentation.
(20 points)

The City of Georgetown will conduct the selection of legal firms in the following manner:

The Project Review Committee will review the written Qualifications submitted by all firms. In its review, the Committee will consider all elements of the Request for Professional Qualifications. Following completion of its review, the Project Review Committee will generally select no more than five of the most qualified responding firms. The Committee may, if needed, interview each of the selected firms and select the most qualified by vote of the Committee. The department/division head will present the Committee's recommendations to the City Administrator or his designee, who will decide who may negotiate a fee for professional work to be done based on the scope of services. With City Administrator's approval, the designated staff member and/or City Administrator will proceed to the negotiation of fees. The firm's proposal shall include a task-man-hour breakdown showing hours per task, hourly rates, overhead, profit and expenses. In the event that the selected firm and the Committee cannot agree upon the fee and basis for compensation, the Committee shall negotiate with the second rated firm to do the work.

The City of Georgetown's Local Vendor Preference Ordinance does not apply under this RFQ.

Project Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFQ to the contract award:

Milestone Events	
Advertisement of RFQ	Friday, March 23 , 2018
Deadline for submitting questions regarding this RFQ Emailed to: purshasing@kogsc.com	No later than 5:00 pm EST (local time), Thursday, March 29, 2018
Answers to all submitted questions will be posted on the City’s website at www.kogsc.com under “Current Bids”	Tuesday, April 3, 2018, by close of business day
RFQ Submittal Deadline	No later than 2:00 pm EST (local time), Thursday, April 12, 2018

The City of Georgetown reserves the right to change the project schedule as it deems necessary. In the event of a major date change, the City of Georgetown will notify known participants. The City of Georgetown reserves the right to issue addenda to this RFQ up to three (3) days before the RFQ due date as needed to clarify the City of Georgetown’s desires, or to make corrections or changes to the RFQ document or submittal process. When the Purchasing Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

The City also reserves the right to cancel or reissue the RFQ and/or revise the project schedule at any time.

The proposer will acknowledge receipt of all issued addenda in their submittals, if applicable. The City reserves the right to reject any or all bids as deemed to be in its best interest, and to accept all or part of the scope of work herein as its project timeline and/or budget allows. All information will be updated and posted on the City’s website www.kogsc.com under “Bids”. It is the proposer’s responsibility to obtain the information directly from the City’s website regarding this project.

Questions

Questions regarding this Request for Qualifications (RFQ) should be submitted in writing to purchasing@cogsc.com, no later than 5:00 pm EST (local time), Thursday, March 29, 2018. No questions will be accepted after the aforementioned deadline. All submittals shall include the following in the subject line: **Questions - Legal Defense Services**

Answers to questions will be posted on the City's website at www.cogsc.com under "Current Bids" as an Addendum no later than 5:00 pm EST (local time), Tuesday, April 3, 2018.

Submittal Instructions

All procurement procedures are subject to the City of Georgetown's procurement policies as outlined in Section 2-187 of the City's Municipal Code. **Bid and performance bonds are not required.**

1. Submit qualifications in a sealed envelope to include a separate sealed fee proposal for compensation schedules based on an hourly rate or flat fee per case. No additional fees, costs, or any other reimbursable expenses will be allowed. Make sure that your company name is **clearly marked on the outside of both the submittal package and the separate sealed fee proposal.**
2. Four (4) copies of the written SOQ's of reproducible quality must be submitted. Enclose fee proposal in a separate sealed envelope. Sealed Proposals must be received by the City's Purchasing Department at City Hall, 1134 North Fraser Street, Georgetown, SC 29440, no later than the aforementioned deadline. No proposal will be accepted after such time. Faxed or emailed proposals will not be accepted for any reason. The City reserves the right to waive any technicalities or informalities and to accept or reject any and/or all submissions as deemed by its sole judgement to be in its best interest. The City also reserves the right to terminate the selection process without notice, to waive any irregularities in any submittal, and to request additional information from any of the firms submitting a proposal.
3. Submit the most recent copy of your application to the South Carolina Commission on Indigent Defense (SCCID) Indigent cases contract program.
4. All proposals should be **clearly marked on the outside of the submittal package, "Legal Defense Services"**.
5. It is the sole responsibility of the proposer to have their proposals delivered to the City of Georgetown before the closing hour and dated. The City assumes no responsibility for delivery of proposals that are mailed. Late, faxed, or emailed proposals will not be accepted nor considered for any reason and will remain unopened. The official clock shall be that of the City's Purchasing Agent, or designee. The City reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
6. Any Proposer may withdraw his qualifications either personally or by written request, at any time prior to the scheduled opening of responses. No proposer may withdraw qualifications for a period of thirty (30) days after the opening date. All Proposers shall be subject to approval of the City Council.
7. Proposals must be submitted by proposer's own format and shall address all RFQ requirements. Partial or incomplete bids may be rejected.
8. The proposer shall submit a rates for all services required, in an itemized format. All costs incurred in preparing the proposal, or costs incurred in any other manner by the proposer in responding to this RFQ, will be wholly the responsibility of the proposer. All materials and documents submitted by the respondent in response

to this RFQ become the property of the City of Georgetown and will not be returned.

9. Any proprietary information contained in the proposal should be so indicated as follows:

Vendor Disclosure—Notice of SC Freedom of Information Act

“The parties acknowledge that all material submitted may be subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA. We discourage you from including any information you consider propriety or trade secret, as this material is subject to the FOIA once it’s in the City’s possession. If you must include any such information in your submission, please identify it by color, labeling, and/or bold font so that it can be readily recognized. In the event the City receives a request for this material, the City will notify those parties who have identified information they believe is proprietary or trade secret of the request. The City has a fifteen (15) day deadline to produce the material. This is your window to file an action challenging the release. Please be on notice that if the City is not served with such an action, the information will be released.”

10. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Proposals having any erasures or corrections must be initialed in ink by the vendor.
11. Letter of Interest – Must be no more than two (2) pages (one page is one side of an 8.5” x 11” paper) in length and include contact information and signature.
12. Summary of Qualifications, Experience, and Availability – Must be no more than five (5) pages. It should summarize qualifications, relevant experience, and availability to participate in the RFQ process to provide requested services to the City. Key staff members participating should be identified.
13. Proposed Process Approach – Must be no more than three (3) pages summarizing the method and approach to providing services to the City.
14. List of Professional References – Must be no more than one (1) page listing most recent professional references for similar projects and their contact information.
15. Disqualification and Rejection of Proposal – The City of Georgetown reserves the right to reject any proposal of a proposer who has failed to perform satisfactorily, or complete on time, or in a manner consistent with the RFQ documents, contract of similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City expressly reserves the right to award the contract to the proposer that best meets the requirements as set forth herein.
16. Assignment of Contract – Assignment by the selected proposer of any contract to be entered into in accordance with this RFQ will not be recognized by the City of Georgetown unless such assignment has prior written approval of the City.
17. Insurance Provisions – (Applicable for work performed on site) - The selected proposer will be required to provide and maintain proof of insurance throughout

the contract term in the amount of \$1,000,000.00 and as required at point of contract negotiation by the City's Risk Manager as follows:

- Comprehensive General Liability (per occurrence);
- Comprehensive Auto Liability (per occurrence);
- Professional Liability; and
- Workers' Compensation – Employers Liability (\$500,000/\$500,000/\$500,000)

The City of Georgetown is to be named as "Additional Insured" on the above insurance coverage as respect to the City's interest under the contract. Certificates showing proof of insurance shall be submitted to the City prior to commencement of services under the Agreement. Further, it shall be an affirmative obligation upon the proposer to advise the City's Risk Management Department at Fax No. 843.527.6173; email, lbell@cogsc.com, PO Box 939, Georgetown, SC 29442, within two (2) days of the cancellation herein, and failure to do so shall be construed to be a breach of the agreement.

18. Indemnification - The selected proposer agrees to indemnify, defend and hold harmless the City of Georgetown and their authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liabilities arising from their acts, errors, or omissions and for any costs or expenses incurred by the City therefore under an agreement.
19. Compliance With Law – The selected proposer and its agents and employees shall be bound and comply with all federal, state and local laws, ordinance rules and regulations, as well as all other governing bodies having legal jurisdiction with respect to the area where such work is performed.
20. City Business License and Permits - (Applicable for work performed on site) - The selected proposer shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing**. Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.
21. Payment terms - a monthly itemized billing statement must be submitted in a form specified by the City of Georgetown for services performed. The City will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s).

General Contractual Requirements

1. Force Majeure - The bidder shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the bidder. Such causes may include, but are not limited to acts of God or of the public enemy, acts of Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the bidder.
2. Governing Law - Except to the extent that this agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, constructed and interpreted under, and enforced exclusively in accordance with the laws of the State of South Carolina, and the courts in the State of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.
3. Proposer Qualifications - Proposer must, upon request of the City, furnish satisfactory evidence of its ability to furnish products and/or services in accordance with the terms and conditions of this RFQ. The City of Georgetown reserves the right to make the final determination as to the proposer's ability to provide the services herein.
4. Proposer Responsibility – Each proposer shall fully acquaint him/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ. It is expected that this will sometimes require on-site observation. The failure or omission of the proposer to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this RFQ or to a contract.
5. Affirmative Action - The proposer will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
6. WMBE Statement - It is the policy of the City of Georgetown to provide minorities, and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina. It is further the policy of the City of Georgetown to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status. It is further the policy of the City of Georgetown to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.
7. Termination - Subject to the following provisions, any contract resulting from this request for proposals may be terminated by the City provided a thirty (30) day advance notice in writing by the City Administrator, or his designee, is given to the proposer:
 - 7.1 Non-Appropriations - Funds for this contract are payable from local appropriations. If the sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the City.
 - 7.2. Convenience - In the event that a contract is terminated or canceled upon request and for the convenience of the City without the required thirty (30) day advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

7.3 Cause - Termination by the City for the cause, default or negligence on part of the proposer, shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) day advance notice requirement is waived and the default provision herein shall apply.

7.4 Default – In case of default by the proposer, the City reserves the right to purchase any and all items/services in default in open market, charging proposer with any excessive costs. SHOULD SUCH CHARGE BE ASSEDED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING PROPOSER WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

8. Prime Proposer Responsibilities - The proposer will be required to assume sole responsibility for the complete effort as required by this RFQ. The City will consider the proposer to be the sole point of contact with regard to all contractual matters.
9. Subcontracting - If any part of the work covered by this RFQ is to be subcontracted, the proposer shall identify the subcontracting organization and the contractual arrangements made therewith at the time of the offer. All subcontractors must be approved by the City. The successful proposer will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposer.
10. Ownership of Material – All materials and documents submitted by the proposer in response to this specification become the property of the City of Georgetown and will not be returned to the proposer.
11. Compliance with State and Federal Requirements – State and Federal requirements that are more restrictive than these set forth herein shall be followed by the proposer.
12. Contract Amendments - Amendments to any agreement between the City and the proposer must be reviewed and approved in writing by the City of Georgetown City Administrator or his designee.
13. Assignment - No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Georgetown Finance Department.
14. Records Retention and Right to Audit – The City shall have the right to audit the books and records of the proposer as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under contract.
15. The City may conduct performance audits of the proposer, as determined necessary by the City. Pertaining to all audits, the proposer shall make available to the City, access to its computer files containing the history of the contract performance and all other documents related to the audit. Additionally, any software used by the proposer shall be made available for auditing purposes at no cost to the City.
16. Independent Contractor Status - The parties hereby agree that the contractor is an independent contractor of the City and that nothing in an agreement with the City shall be deemed to place the parties in a relationship of employer/employee, partners, or joint ventures. Neither party shall have the right to obligate or bind the other in any manner. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the other party in any manner. Each party shall only be responsible for any withholding taxes, payroll taxes, disability insurance payments,

unemployment taxes, or other similar taxes or charges with respect to its activities in relation to performance of its obligations of an agreement.

17. Representations of Proposer - Proposer represents, warrants, and covenants that:
 - (a) In providing the services proposer shall utilize the care and skill used by members of proposer's profession practicing under similar circumstances at the same time and in the same locality.
 - (b) All employees provided by the proposer (employees) to the City shall have the qualifications, skills and experience necessary to perform his/her job in accordance with the requirements of the agreement. The City may request removal of any employee for good cause.
 - (c) Proposer is a business, validly existing and in good standing under the Laws of the State of South Carolina.
18. Indemnity Provisions - Proposer agrees to and shall indemnify and hold the City harmless from and against all liability, loss, damages or injury, and all costs and expenses (Including attorney fees and costs of any suit related thereto) suffered or incurred by the City, arising from or related to the terms of this project, or proposer's performance thereunder.
19. City Business License and Permits - (Applicable for work performed on site) - The selected proposer shall be required to obtain all applicable City of Georgetown permits and business licenses **prior to work commencing** . Contact Jestin Gilliard, Revenues Manager, 843.545.4041 for business license information. Contact the Housing & Community Development Department at 843.545.4017 for permitting information. These expenses shall be included in the total proposal cost.