



COLLETON COUNTY
SOUTH CAROLINA
Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504

RFQ: ADMIN-12
MAGISTRATE'S COURT PUBLIC DEFENDER

DUE: Thursday, January 27, 2022 @ 11:00am

EMAIL RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") is seeking a qualified, licensed attorney to provide legal services to indigent defendants in Colleton County Magistrate's Court. The attorney will provide legal representation for all indigent criminal defendants charged under the county's ordinances or the South Carolina Code of Laws who qualify for appointed counsel. Qualifications are requested for firms and individuals that can provide legal services beginning as soon as possible.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received via email until the stated date and time. Responses received after the scheduled due date and time will be rejected.

This solicitation does not commit Colleton County to award a contract, pay any costs incurred in the preparation of the RFQ submitted, or procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or its entirety offers received as a result of this request are deemed to be in the county's best interest to do so.

All documentation associated with this solicitation is located on the Colleton County website at: <http://www.colletoncounty.org/bids-and-proposal-requests>. Questions regarding this solicitation must be emailed to **Kaye B Syfrett, Procurement Manager** at ksyfrett@colletoncounty.org no later than **11:00 AM on Wednesday, January 19, 2022**. Answers to all questions will be posted on the County website as an addendum to this proposal.

B. SCOPE OF SERVICES

General Description: All indigent criminal defendants charged under ordinances of the County of Colleton who qualify for appointed counsel are referred to the Magistrate Public Defender. The Magistrate Public Defender will provide legal representation for defendants from court appointments or screening through trial, sentencing, post-conviction review, any appeals to the Circuit Court and provide the following:

- SC licensed attorney
- Is a member in good standing of the South Carolina Bar and will immediately notify COUNTY in writing of any change in this status.
- Possesses all municipal, county, and state licenses which may be required in order to conduct business as an attorney in the County of Colleton; and that the same shall be kept current in all respects during the term of the Agreement.
- Is qualified to provide effective and adequate legal representation to indigent persons he or she may represent and meets at least the minimum experience and continuing education requirements identified in the rules, regulations, and guidelines promulgated by the South Carolina Supreme Court. The attorney will also comply with any CLE requirements mandated by the COUNTY.
- Shall provide a telephone number or numbers at which they can be reached.

Compensation: Colleton County will pay a flat rate of \$200 per case assigned for Magistrate Public Defender services.

C. SUBMITTAL FORMAT

Responding firms shall submit **one (1)** proposal response along with a completed **W-9 form**. Responses must be submitted via email to **Kaye B. Syfrett at ksyfrett@colletoncounty.org**.

1. It is the firm's sole responsibility to ensure that solicitation responses, amendments thereto, or withdrawal requests are submitted by the scheduled due date and time.
2. The firm must mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.
3. **RESPONSE FORM:** All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Proposals written in pencil will be disqualified.
4. This solicitation does not commit Colleton County to award a contract, pay any costs incurred in the preparation of RFP submitted, or procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or its entirety offers received as a result of this request is deemed to be in the county's best interest to do so.

The RFQ response must be submitted by the date and time listed in this RFQ. The response shall contain no more than twenty-five (25) double-spaced pages, typed on one side only, excluding appendices. The minimum font size shall be 12-point.

Please include the following in presenting your proposal:

Experience: summarize experience relevant to public defender services. Identify the attorney who will be the contract manager. Include resumes of all attorneys who will provide public defender services. Each attorney must have criminal defense/prosecution experience in the state of South Carolina. The contract manager must have at least five (5) years of experience with criminal defense/prosecution in the State of South Carolina. Preference will be given to those with criminal defense experience.

- If the applicant is a firm, please designate what percentage of your practice is dedicated to criminal law
- All attorneys must be in good standing with the South Carolina Bar. Any attorney not admitted to the bar or awaiting bar results will not be considered.

Method of Service Publication: describe your method of service delivery, philosophy, and approach to public defender services.

References: Identify three (3) references who can attest to your experience and capabilities as they relate to the services requested. The references must include a contact name, address, and telephone number.

D. SELECTION PROCESS

The Colleton County selection committee will evaluate each proposal based on the stated selection criteria and determine a shortlist of firms. The selection committee may invite those short-listed firms to make a presentation. After the presentation interviews, the shortlist of firms will then be ranked by the selection committee. The final ranking of firms and recommendation of the award will be presented to Colleton County Council for final approval.

Colleton County reserves the right to reject any qualifications and waive defects, technicalities, and/or irregularities in any submittal. The County reserves the right to finalize a contract based on all factors involved in the written qualifications submitted without further discussion or interviews.

E. SELECTION CRITERIA

The relative point value and selection criteria follow:

Experience and technical competence of the firm and its personnel considering the scope of work	25%
Recent experience and expertise with similar work	25%
Capability to perform work (including any specialized services) within the time limitations, considering the respondent's current and planned workload.	25%
Past record of performance on quality of work, ability to adhere to schedules, cooperation, responsiveness, and ability to communicate with a range of participants.	25%

F. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days before the scheduled due date and time.
2. **RERESPONDENTSUALIFICATION:** The County reserves the right to request satisfactory evidence of their ability to furnish services by the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Firm’s ability to provide said services.
3. **RESPONSE WITHDRAWAL:** Any responses may be withdrawn before the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. **REJECTION:** Colleton County reserves the right to reject any proposals, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. **WAIVER:** The County reserves the right to waive any Instructions to Firm, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. **RESPONSE PERIOD:** All responses shall be good for a minimum period of 90 calendar days.
7. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful firm will be held responsible, therefore. Deviations must be explained in detail on a separate attached sheet(s). The listing of deviations, if any, is required but will not be

construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.

8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a proposal, the Firm is certifying that they are not currently debarred from responding to any request for proposals by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency or subdivision of the State of South Carolina or the United States Federal Government.
10. DEFAULT: In case of default by the Firm, the County reserves the right to purchase any or all items in default in the open market, charging the Firm with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Firm will be considered in future RFP's until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this RFP shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for proposals. The issuance of this request of proposals constitutes only an invitation to present a proposal. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: If this request for proposals is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for proposals or otherwise.
13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Proposal is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded within. This ordinance can be found at: <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of proposals shall just cause for rejection. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Firm and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Firm shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.

16. **CONTRACT ADMINISTRATION:** Questions or problems arising after the award of an agreement shall be directed to the Procurement Manager by calling (843) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Purchasing Department, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

G. GENERAL CONTRACTUAL REQUIREMENTS

1. **ABANDONMENT OR DELAY:** If the work to be done under this contract shall be abandoned or delayed by the Firm, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the Firm, the County may annul the contract or any part thereof if the Firm fails to resolve the matter within thirty (30) days of written notice.
2. **OFFEROR'S COOPERATION:** The Firm shall maintain regular communications with the Colleton County Magistrate's office and shall actively cooperate in all matters on this contract.
3. **RESPONSIBILITY:** The Firm shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any manner affecting the contract.
4. **NON-APPROPRIATION/SUBSTITUTION PERMITTED:** If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.
5. **INDEMNIFICATION:** Except for expenses or liabilities arising from the negligence of the County, the Firm hereby expressly agrees to indemnify and hold the County harmless against any expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

The Firm expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Firm, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the County and its employees or by any member of the public, to indemnify and save the County and its employees harmless against any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting agreement or arising from or related to the equipment. Such costs are to include defense, settlement, and reasonable attorneys' fees incurred by the County and its employees. This promise to indemnify shall include bodily injuries or death occurring to Firm's employees and any person, directly or indirectly employed by Firm (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, the Offeror shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Firm's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not

provide indemnity to the successful FIRM. Failure to comply with this section may result in your request for proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Firm shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Firm. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, 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 contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Firm and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Firm and any sub-contractor.
8. **PUBLICITY RELEASES:** The firm agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the County. The Firm shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. Concerning news releases, only the name of the County, type, and duration of any resulting agreement may be used and then only with prior approval of the County. The Firm also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and all disputes arising out of said agreement shall, if litigation is necessary, be litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.
10. **ASSIGNMENT:** The Firm shall not assign in whole or in part any agreement resulting from this Request for Proposals without the prior written consent of the County. The Firm shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Firm will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination because of race, color, religion, sex, national origin, or physical handicap.
12. **FAILURE TO DELIVER GOODS PER TERMS & CONDITIONS:** In case of failure to deliver legal service per the contract terms and conditions, Colleton County, after due oral or written notice, may procure service from other sources and hold the firm responsible for any resulting additional administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
13. **TERMINATION OF CONTRACT:**
 1. Subject to the provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the Firm.
 - a. **Termination for Convenience:** If this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

- b. Termination for Cause: Termination by the County for cause, default, or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for proposals shall apply.
- c. The County shall be obligated to reimburse the Firm only for those services rendered before the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

2. Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Firm, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

14. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County according to this contract shall belong exclusively to the County.

15. INSURANCE: Colleton County will require the following to remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in-force insurance must be provided in the response to the RFP

Other insurances:

Workers’ Compensation - \$100,000 – each accident

Statutory Coverage and Employer’s - \$100,000 for each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence

\$1,000,000 – bodily injury aggregate

\$1,000,000 – property damage each occurrence

\$1,000,000 – property damage aggregate

Products-Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an “additional insured” party



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MAGISTRATE'S COURT PUBLIC DEFENDER
ADDENDA ACKNOWLEDGMENT

The firm has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

<i>Amendment No.</i>	<i>Issue Date</i>

The firm must acknowledge any issued addenda. Proposals that fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information that substantively changes the Owner's requirements or pricing.

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, contractor, or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions outlined in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

▶ **Yes** ____ (____ Women-owner/ ____ Disadvantaged) if yes, please submit a copy of your certificate with your response.

▶ **No** ____

Firm: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR RFP



RFQ: ADMIN-12
MAGISTRATE’S COURT PUBLIC DEFENDER
INDEMNIFICATION

The firm will indemnify and hold harmless the Owner, Colleton County and their agents and employees from and against all claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense are attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Firm, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any claims against the Owner, Colleton County or any of their agents and/or employees by an employee of the Firm, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Firm under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts. The obligation of the Firm under this paragraph shall not extend to the liability of Colleton County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs, or Technical Specifications.

FIRM: _____

BY: _____

DATE: _____

TELEPHONE NO.: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR RFP