



Request for Qualifications
San Juan County Public Defender

San Juan County Government
117 South Main Street
PO Box 9
Monticello, Utah 84535

Date of Issue:
October 26, 2022

I. INTRODUCTION

San Juan County’s Administration is currently seeking a Utah State Bar Licensed Attorney who is interested in providing Indigent Defense Services as an Independent Contractor to render legal services for all cases handled by the Public Defender including Felony and Misdemeanor criminal charges here in San Juan County.

II. SCOPE OF WORK

San Juan County is seeking an individual attorney or firm that will satisfy all of the following:

1. Serve as the Defense Attorney for indigent criminal defendants and other persons in civil cases who are entitled by law to assistance of counsel as defined in the Indigent Defense Act further defined in Utah Code Annotated 78B-22
2. Prepare and appear with clients at all pre-trial and trial proceedings and hearings.
3. Conduct investigations; obtains formal and informal discovery; Interviews clients to evaluate evidence and assess strength of case; develops a theory of the case; research legal issues, prepares, files, analyzes charging documents, police reports and discovery material and evidence for assigned criminal cases; argues appropriate motions; and negotiates settlements or changes of plea.
4. Develops overall defense strategies and prepares trial briefs and conducts all phases of trial in court, including jury trials.
5. Recommends bond and participates in bond hearings after appointment, reviews petitions for probation revocations and participates in sentencing hearing; prepares motions for a new trial if necessary.
6. Keeps current with the statutes, rules, and cases regarding both procedural and substantive legal issues.
7. Advise County Administration regarding Public Defender program needs, compliance concerns or conflict Attorney issues.
8. Manage the Public Defender Program for the County including Conflict Attorneys

III. COSTS/FEES

The maximum fee for the services sought through this Request for Qualifications (RFQ) will be the selected Attorney’s/Firm’s¹ proposal price. Attorney/Firm shall submit a fee proposal similar to the Form Fee Proposal below. Attorneys/Firm shall also submit a rate schedule (similar to the Form Rate Schedule below) for all individuals that the Attorney/Firm anticipates will provide services in connection with this RFQ.

<u>Form Fee Proposal</u>	
	<u>Monthly Cost</u>
Monthly Fee you will charge the County as the County’s Public Defender?	
Annual Totals:	

¹ The term “Attorney/Firm,” as used in this RFQ, means an individual or entity who is seeking to enter into a contract with San Juan County to provide San Juan County with services, including but not limited to, an individual or entity who submits a proposal in response to this RFQ.

Failure by an Attorney/Firm to comply with any requirement of this Section may result in rejection of the Attorney's response to the Request for Qualifications Proposal.

The Annual price proposal for this Project shall be submitted on the "Attachment A" provided in this RFQ. This price for Indigent Defense Services include all fees and costs as a maximum fee for the provisions indicated in the Project Scope of Work as described above.

Please submit a Monthly Rate using the form above which will be the fixed contractual rate for all services and those not listed in the scope of services for the term of the future negotiated contract executed by San Juan County.

IV. QUALIFICATIONS SUBMISSION REQUIREMENTS

All proposals submitted for evaluation should include, but are not limited to, the following:

- A. Introduction: This section consisting of a cover letter of Interest, a Curriculum Vitae (two pages maximum) and three professional references including their Name, Address, Phone Number and Professional affiliation.
- B. Attorney Qualifications and Experience: A narrative that specifically addresses the firm's or individual's experience and qualifications as being licensed to practice law in the State of Utah and a member in good standing with the Utah State Bar Association; including a narrative describing any experience as a Public Defender; and a demonstration of the Knowledge, Skills and Abilities as follows:
 - a. Knowledge of legal and court policies, procedures, practices, terminology, and systems; state and federal laws; rules and regulations.
 - b. Knowledge of the principles and practices of law enforcement
 - c. Excellent verbal and written communication skills
 - d. Skilled in negotiation, problem-solving and decision-making practices
 - e. Self-motivated
 - f. Ability to remain flexible
 - g. Client-oriented and customer service skills
 - h. Capable of spotting and framing issues to advance the client's interests.
 - i. Ability to establish and maintain effective working relationships with clients, prosecutors, witnesses, and judges/ court personnel.

Submissions in non-standard formats other than a Portable Document Format (PDF) cannot be evaluated without considerable analysis. Failure to follow the prescribed format may result in rejection of the proposal.

V. SAN JUAN COUNTY'S REQUEST FOR PROPOSALS POLICY

Each Attorney who submits a proposal in response to this RFQ agrees to comply with and be bound by San Juan County's Request for Proposal, Information, or Qualifications Process (RFP, RFI, RFQ) section within the San Juan County Purchasing policy that is in place at the time that this RFQ was issued. Each Attorney may request and receive a copy of San Juan County's Purchasing Policy by sending an email to Purchasing Agent and County Chief Administrative Officer Mack McDonald at mmcdonald@sanjuancounty.org and requesting a copy of San Juan County's Request for proposal, information, or qualifications process policy.

VI. EVALUATION CRITERIA

Submitted Proposals will be evaluated and scored by the selection committee based on the following criteria:

Evaluation Criteria			
<u>Primary Criteria</u>		<u>Primary Criteria % of Overall Evaluation Score</u>	
Qualification and Experience	<i>Sub-Criteria</i>		<i>Sub-Criteria % of Primary Criteria Evaluation Score</i>
	<ul style="list-style-type: none"> • Previous Experience as a Public Defender in Utah • Quality of response to Attorney’s Qualifications and Experience 	30%	10%
			20%
References	Panel Review	20%	20%
Fee Schedule	Grand Total	50%	50%

VII. PROJECTED SCHEDULE FOR THE RFQ PROCESS

The County reserves the right to modify this schedule at its sole discretion.

<u>Activity</u>	<u>Date</u>
Request for Qualifications Issued	October 26, 2022
Last day to submit questions via e-mail	November 4, 2022
Proposal Due Date	November 7, 2022
Notice of Award	November 15, 2022

VIII. WRITTEN CONTRACT REQUIRED

The selected Attorney or Firm must be willing to enter into a written contract with San Juan County. A binding agreement between San Juan County and the selected party is dependent upon the negotiation, preparation, and execution of a formal contract. At any time prior to the execution of a binding agreement executed by both parties, San Juan County may, in its sole discretion, stop the selection process and decline to enter into an agreement for the subject matter herein.

IX. INQUIRIES

All inquiries relating to the specifications or proposal procedure should be directed in writing through e-mail to Mack McDonald at mmcdonald@sanjuancounty.org. The last day and time to submit questions will be 4:30 p.m. on November 4, 2022. **Please do not contact the agency, division, department, or other County officers or employees.**

X. REQUEST FOR FINAL AND BEST OFFERS

Among other options at San Juan County’s disposal, San Juan County may request a final and best offer at any time during the RFQ process. If San Juan County exercises this option, the interested party shall respond prior to the deadline established by San Juan County when the option is exercised. If the interested party fails to timely

provide a final and best offer, the best offer made by the interested party prior to the exercise of this option will be considered by San Juan County as the final offer of the interested party.

XI. PROTESTS

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, any proposer who submitted a timely filed proposal that was not rejected by either the evaluation committee or the Purchasing Agent may file a protest. In order to be timely, a protest must be submitted, in writing, to the San Juan County Board of County Commissioners no later than six calendar days after the date that the *Notice of Intent to Engage in Contract Negotiations* was sent by the Purchasing Agent to the applicable Attorney. Protests that are not submitted in a timely manner to the San Juan County Board of County Commissioners shall be rejected by San Juan County.

XII. SAN JUAN COUNTY MAY TERMINATE THE RFQ PROCESS OR DECIDE NOT TO ENTER INTO A CONTRACT

As further described in San Juan County's Request for Proposals policy, which is incorporated herein by this reference, San Juan County may terminate the RFQ process regarding this RFQ for any reason and at any time prior to the execution of a contract by a proposer and San Juan County regarding the services sought through this RFQ. Moreover, San Juan County may decide not to enter into a contract with any proposer to provide the services sought through this RFQ.

XIII. CONTRACT AND PROPOSAL INFORMATION

All proposers who submit a proposal in response to this RFQ acknowledge that they have each read and understand this RFQ and agree to be bound by the terms and provisions of this RFQ, including, but not limited to, the following:

- A. Firm Pricing: All prices, quotes, or proposals shall remain firm for the duration of the RFQ process regarding this RFQ and until a contract regarding this RFQ is executed by San Juan County and a Attorney/Firm or San Juan County decides not to enter into a contract with any Attorney/Firm to provide the services sought through this RFQ. An Attorney's/Firm's failure to comply with these provisions may result in the rejection of the Attorney's/Firm's proposal.
- B. Governing Law and Exclusive Jurisdiction and Venue: Any contract between San Juan County and a Attorney/Firm regarding this RFQ will be interpreted, construed, and given effect according to the laws of the state of Utah and the ordinances of San Juan County, and the courts within San Juan County, Utah shall have the sole and exclusive jurisdiction and venue regarding any such contract. No contract will be assigned, in whole or in part, without the written consent of San Juan County.
- C. Licensing: The selected Attorney/Firm shall obtain all applicable federal, state, and local licenses before any contract between San Juan County and the Attorney/Firm regarding this RFQ/Firm is executed. The selected Attorney/Firm must maintain for the duration of the contract between San Juan County and the Attorney/Firm regarding this RFQ
- D. Registration: All Attorneys/Firms shall be licensed to practice law in the State of Utah and be a member in good standing with the Utah State Bar Association.
- E. Public Domain: Interested Parties are advised that Utah law and San Juan County ordinances provide that, upon the full execution of a contract subsequent to an RFQ, the contents of a selected proposal relating to this RFQ may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah

Code Ann. 63G-2-101 et seq. and County ordinance. Please refer to Section XVI below for specific details regarding the protection of certain information.

- F. Modifying or Withdrawing Proposals: Interested parties may modify or withdraw their proposals at any time prior to the proposal due date. Interested parties may withdraw their proposals if San Juan County and the selected interested party cannot agree on contract terms.
- G. Independent Contractors: Interested party agrees that if he/she/it enters into a contract with San Juan County, he/she/it will be an independent contractor and have no authority, express or implied, to bind San Juan County to any agreements, settlements, liability, or understanding whatsoever with any third party and will have no interest in any benefits provided by San Juan County to its employees.
- H. Free and Competitive Bidding: Any agreement or collusion among prospective interested parties to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- I. Insurance: If awarded the contract, an interested party will, at its sole cost and expense, secure and maintain both prior to the commencement of the term of the contract and for the duration of the contract, insurance coverage as follows:
 - (1) General Liability Insurance as follows: Occurrence form commercial general liability insurance with the following minimum limits:
 - (a) Each Occurrence - \$1,000,000.00;
 - (b) Damage to Rented Premises – \$50,000.00;
 - (c) Med. Exp. (Any one person) – \$5,000.00;
 - (d) Personal & Adv. Injury – 2,000,000.00;
 - (e) General Aggregate - \$2,000,000.00;
 - (f) Products – Comp/Op Agg. - \$2,000,000.00; and
 - (g) Other – N/A;
 - (2) Automobile Liability Insurance: With minimums to satisfy the state of Utah’s requirements;
 - (3) Workers Compensation and Employers’ Liability: With minimums to satisfy the state of Utah’s requirements or a valid waiver issued by the appropriate department of the state of Utah; and
- J. Indemnification: If awarded a contract and consistent with the terms and provisions of the written contract between San Juan County and the selected party, the selected party, for itself, and on behalf of its representatives, among others, shall agree and promise to indemnify, defend, save and hold harmless San Juan County, and San Juan County’s representatives, among others, from any and all claims, among other things.
- K. Infringement: An interested party shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences from violation, including costs of defending a claim and indemnification from an action of claim by a third party, shall be borne by the selected party.
- L. Conflicting Terms of Provisions: If any portion of this RFQ conflicts in whole or in part with a written agreement entered into between the selected party and San Juan County subsequent to the issuance of this RFQ, the subsequent written agreement between the selected party and San Juan County shall control.

XIV. RFQ SUBMISSION REQUIREMENTS AND NOTICE TO INTERESTED PARTIES ON HOW TO POTENTIALLY PROTECT CERTAIN PORTIONS OF THEIR PROPOSALS

All interested parties shall submit their proposal in digital PDF format to Mack McDonald by electronic mail at mmcdonald@sanjuancounty.org, or if provided by Mail or Hand Delivery, provide five (5) copies of their proposal to San Juan County. Four copies of the interested party's proposal shall be a full and complete copies and shall be submitted in hard copy form by either mailing or hand delivering such copy as follows:

If Provided by Mail:

San Juan County
Attn: Chief Administrative Officer
117 South Main Street
PO Box 9
Monticello, Utah 84535

If Provided by Hand Delivery:

San Juan County
Attn: Chief Administrative Officer
117 South Main Street, Room #202
Monticello, Utah 84535

The fifth copy shall be submitted in "PDF" form. This copy may be submitted on a CD, flash drive, or other electronic storage medium and provided, along with the first copy, either in the mail or by hand delivery.

If the interested party's proposal either does not contain information that may be protected under Section 63G-2-305(1) or (2) of the Utah Code or the interested party does not want to protect information that could be protected under Section 63G-2-305(1) or (2) of the Utah Code, then the interested party's second copy of its proposal, provided in "PDF" form, shall be a full and complete copy of the interested party's proposal.

If, however, the interested party's proposal does contain information that may be protected under Section 63G-2-305(1) and/or (2) of the Utah Code, and the interested party would like to protect such information in its proposal, then the interested party shall comply with Section 63G-2-309 of the Utah Code.

If the interested party does not strictly comply with all of the foregoing provisions of this section, San Juan County, upon receiving a GRAMA request for the interested party's proposal, will release a full and complete copy of the interested party's proposal.

All costs associated with the preparation of the proposal, as well as any other related materials, will be the sole responsibility of the interested party. All proposals become the property of San Juan County upon submission. San Juan County reserves the right, but is not obligated, to reject any or all proposals submitted.