

**CITY OF COMMERCE GEORGIA
REQUEST FOR PROPOSALS FOR INDIGENT DEFENSE**

The City of Commerce, Georgia, is requesting proposals from qualified attorneys interested in serving as the Public Defender for the Commerce Municipal Court.

1. PURPOSE AND SCOPE OF SERVICES

- A. Description:** All indigent criminal defendants charged under ordinances of the City who qualify for appointed counsel, may be referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants from court appointment or screening through trial, sentencing, post-conviction review and any appeals. If applicable and/or necessary, the Public Defender will provide criminal defense services at in-custody bail hearings and will be available to talk and meet with indigent defendants in the custody of the City.
- B. Qualifications:**
Education and Experience: Minimum qualifications include a Juris Doctorate degree from an accredited law school, license to practice law in the state of Georgia, membership in the Georgia State Bar Associations, and at least 5 years' experience as a practicing attorney.
- C. Term:** The Public Defender Contract will last for a term of two years, but is subject to reappointment at the will of the City Council of City of Commerce
- D. Compensations/Hours of Work:** The City of Commerce Municipal Court is held at the Commerce Administrative Complex, 110 State Street, Commerce Georgia 30529 every first Tuesday, of each month at 8 am and at 1:00pm. The Public Defender arraignment cases are scheduled once a month. The Public Defender is compensated a flat fee for the month.
- E. Reporting:** The Public Defender shall file monthly reports with the City Clerk delineating each client who has been appointed to the Public Defender, including the name(s), charge(s), citation number(s), disposition, and whether an appeal was filed. The report is due on or before the tenth (10th) day of the following month for services of the prior month.
- F. Associated Counsel:** Any counsel associated with or employed by the Public Defender shall have the authority to perform the services called for herein, and the Public Defender may employ associated counsel to assist at the Public Defender's expense; however, the associated counsel may only perform services not to exceed 25% of the court sessions for the Public Defender. The Public Defender and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Georgia.
- G. Attorney Conflict:** In the event the Public Defender must withdraw from a case because of a conflict of interest, the Public Defender shall be responsible for providing a conflict attorney at the Public Defender's expense.
- H. Accessibility:** The Public Defender shall provide telephone number or numbers so that the Public Defender can be accessible to the Court staff, Police Department, and defendants.
- I. Professional Liability Coverage:** During the term of the Contract, the Public Defender shall have professional liability coverage as deemed adequate. A copy shall be provided with this submission.
- J. Indemnifications:** The Public Defender shall indemnify, defend and hold the City, its elected officials and employees, agents and volunteers harmless from any and all claims, losses or liability, including all

costs and attorney's fees, arising out of the Public Defender's performance of obligations pursuant to the Contract, including. But not limited to claims arising by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or negligence of the Public Defender, his or her associates, agents and employees. To the extent that any of the damages referenced by this paragraph are caused by or resulting from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Public Defender, its officers, associates, agents, and employees.

K. Assignment or Subcontractors: No assignment or transfer of the Contract or of any interest in the Contract shall be made by the Public Defender without the prior written consent of the City.

2. PROPOSAL EVALUATION AND AWARD PROCESS

Proposals shall be consistently evaluated based upon the following criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Expertise and availability of key personnel
- Conformance with the terms of this RFP

The evaluation committee may also contact the references provided in response to this RFP; solicit information from any available source concerning any aspect of the submission; and seek and review any other information deemed pertinent to the evaluation process. Finalist will be invited for interviews. The evaluation committee shall make an award in the best interests of the City of Commerce.

3. INFORMATION TO BE PROVIDED

All respondents must provide the following information:

- A. Resume
- B. Cover letter and statement of qualifications
- C. Georgia State Bar Numbers for all attorneys
- D. Three professional references with addresses and phone numbers
- E. Release allowing the City of Commerce access to all GSBA disciplinary investigations and/or actions
- F. Copy of current professional liability insurance, name of carrier and policy number, policy exclusions, if any, and current coverage amounts.

The original proposals and two (2) copies must be submitted in person or by mail to Sandra Haggard, City Clerk, City of Commerce PO Box 348, 110 State Street, Commerce, Georgia 30529 on or before **September 15, 2025**.

4. TERMS, CONDITIONS, AND EXCEPTIONS

The City reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

The City reserves the right to waive informalities and minor irregularities in proposals received.

Proposals must include any and all proposed terms and conditions.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or by addendum or amendment.

The City is not liable for any costs incurred by respondents prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the attorney in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the City.

A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a Statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

Failure to meet the Minimum Requirements may result in the proposal being deemed non-responsive. Complete, sign, and return the proposal where required.

BIDDER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS AND THAT THE SIGNATURE BELOW IS THAT OF AN INDIVIDUAL AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE BIDDING COMPANY.

COMPANY: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
and
House Bill 87, also known as,
The Illegal Immigration Reform and Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached “CONTRACTOR AFFIDAVIT”. Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”

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

By executing this affidavit, the undersigned 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 City of Commerce 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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor 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 hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(Not required if less than 10 employees)

Date of Authorization

Name of Contractor

Contractor's Physical Address

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

City of Commerce

Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with

(Name Of Contractor)

on behalf of City of Commerce 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(Not required if less than 10 employees)

Date of Authorization

Name of Subcontractor

Subcontractor's Physical Address

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

***City of Commerce Verifying Status
For City Public Benefit Application***
O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Business License, Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. § 50-36-1, from the City of Commerce, I, the undersigned applicant, verify one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

I, the undersigned applicant, also hereby verify that I am 18 years of age or older and have provided at least one secure and verifiable document (Georgia Driver's License, State Issued ID, US Passport, etc.), as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

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

NOTARY PUBLIC
My Commission Expires: _____