

FRANKLIN COUNTY  
BOARD OF COUNTY COMMISSIONERS



LEGAL SERVICES  
Request for Proposals

RESPONSES ARE DUE BY: October 30, 2020

**MAIL OR DELIVER RESPONSES TO:**

Franklin County Board of County Commissioners  
Office of the County Manager  
PO Box 159  
141 Athens Street  
Carnesville, GA 30521

Contact: Beth Thomas or Kayla Finger via e-mail at  
[bthomas@franklincountyga.gov](mailto:bthomas@franklincountyga.gov) or [kfinger@franklincountyga.gov](mailto:kfinger@franklincountyga.gov)

**OVERVIEW:**

Franklin County, Georgia is accepting written proposals from all qualified and interested professional Attorneys At Law to provide legal services to the Franklin County Board of Commissioners (BOC). The successful party will provide the professional services described herein in support of the County. Historically, the Franklin County BOC has used an outside attorney or firm to serve as County Attorney. The County Attorney has not been an employee of the County.

It is the current intent of the Franklin BOC to hire an outside attorney or firm to serve in such capacity. However, the BOC reserves the right to reject any and all proposals in the event it determines to have the County Attorney serve as an employee of the County or to enter into negotiations with any proposer to serve as an employee of the County. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth by The Board of Commissioners and/or its designee. The successful party will demonstrate qualifications, experience and abilities to successfully accomplish and support all aspects of the prescribed scope of work

Parties interested in preparing a response to this RFP must complete the requirements set forth in the attached documents. Under the proposal process of Franklin County, the conditions as set forth herein are binding to the proposer to the extent you confirm acceptance by your binding signature, by an officer, on the cover letter.

Franklin County welcomes your response. The County reserves the right to reject any proposal found to be non-responsive, vague or non-conforming. The County also reserves the right at any time to withdraw all or part of this proposal request in order to protect its best interests. The County is not liable for any costs incurred by the party in preparing its response, nor is a response an offer to contract with your firm.

**CALENDAR OF EVENTS**

All times in the Calendar of Events are listed in Eastern Standard Time.

Release of Request for Proposal	September 18, 2020
Technical Questions due from prospective Respondents via email	September 25, 2020
Responses to questions due from the BOC	October 2, 2020
Replies due and opened	October 30, 2020
Evaluate Responses	November 2 – 13, 2020
Selections for Oral Presentations/Interviews	November 16, 2020
Oral Presentations/Interviews	TBD
Final Selection	TBD
Contract to Board for Final Approval (tentative)	January 4, 2021 (Board Meeting)

## **GENERAL INSTRUCTIONS TO RESPONDENTS:**

Request for Proposals (RFP) General Instructions:

1. Items listed on the checklist in this form and all other items required within this RFP must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

RFP LEGAL SERVICES  
Franklin County Board of Commissioners

Hand Delivered – 141 Athens Street, Carnesville, GA 30521  
Mailed – PO Box 159, Carnesville, GA 30521

2. Proposals must be typed in ink. No changes in or corrections will be allowed after the proposals are opened.
3. Proposals must contain an original, manual signature of an authorized representative of the company.
4. Submittals which are received after the closing date will be returned unopened to the submitting firm.
5. Firms responding to this RFP are expected to examine the specifications, all general and special conditions of the RFP prior to submission.
6. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Beth Thomas at [bthomas@franklincountyga.gov](mailto:bthomas@franklincountyga.gov)
7. All prospective Offerors are hereby instructed not to contact any member of the Board of Commissioners or Franklin County staff member other than the contact persons listed above regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your submittal.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO, WHICH VARY FROM THE GENERAL INSTRUCTIONS FOR THIS RFP WILL TAKE PRECEDENT.

## **MANDATORY REQUIREMENTS:**

The Board of Commissioners has established certain mandatory requirements which must be included as part of any response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this Request for Proposal (RFP) indicate a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such as a desirable feature will not by itself cause rejection of a proposal.

Replies which do not meet all material requirements of this RFP or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the RFP are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Respondents whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive.

The Board reserves the right to determine which replies meet the material requirements of the RFP, and which Respondents are responsible and/or responsive.

## **SCOPE OF SERVICES:**

### **REPRESENTATION**

1. Represent the Franklin Board of Commissioners (BOC) in all regular and special called Board meetings and work sessions as requested by the Board Chairman, it being understood that availability is required.
2. Legal Counsel will provide routine telephonic legal consultation with Board members, the County Manager, and the County staff, and provide routine legal support as required.
3. Legal Counsel will prepare such ordinances, contracts, resolutions, documents, leases and other papers that the Board may require.
4. Shall not represent any Constitutional Officers, Boards, Authorities, Commissions, and Committees of Franklin County without specific approval by the Franklin BOC or the County Manager.

### **OTHER SERVICES**

1. Legal Counsel will prepare documents required by the Board in connection with special elections called by the Board, except bond elections.
2. Legal Counsel will give legal advice and prepare legal opinions as may be reasonably required for the following bodies, concerning their duties, powers, responsibilities and obligations. This list includes but is not limited to the following: (a) the BOC; (b) the Franklin County Planning Commission; (c) the Franklin County Board of Assessors and (d) the Franklin County Board of Elections
3. The scope of services shall include all legal services required to be performed by the Board, including litigation and the preparation of rights of way and easements and services performed in connection with the issuance of bonds.

### **MINIMUM QUALIFICATIONS**

Statement of qualification letters should be submitted in the following format and should not exceed fifteen (15) pages in length, including covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation.

The following are the minimum qualifications required by the Franklin BOC for legal service providers:

In the event the respondent is a firm of attorneys, one attorney shall be designated as the primary representative of the respondent and shall be designated as the County Attorney. Only the attorney designated as the County Attorney shall defer work to other members of his or her firm.

1. Overview: Include the location of the office primarily responsible for serving Franklin County. Firms and/or individual Attorney's must have a minimum of three (3) years of experience in local government law, including, but not limited to experience in the following areas: land use, contracts and real estate, environmental and employment law.
2. Qualification, Certifications and Affiliations: Provide a professional resume, including educational background of all person(s) that would provide services under any resulting contract; state the professional registrations, certifications and affiliations of the firm and/or individual Attorney(s). Include a copy of the current certification by the Georgia Bar Association for each member of the firm who will be providing services to the Board of County Commissioners.
3. References: Include a minimum of three (3) client references (Addendum #1) from city, county, municipal governments for which you have performed similar services. Please include a client contact name, address and phone number for each. Also include the number of years' experience performing services for each reference and the present contract status.
4. Insurance: Must provide proof of Lawyers Professional Liability Insurance with minimum limits of \$1M per occurrence and \$3M aggregate.

5. Compensation: The annual cost to the Franklin BOC for the services offered. In particular, the County is interested in reviewing options in fee arrangements such as an annual lump sum rate and an hourly fee for routine services as requested. Respondents should take into consideration that the annual lump sum rate figure should be all encompassing to include such areas as travel, training, licensing fees, etc. In addition to the annual fee and routine hourly fee, respondents should list an hourly fee for litigation (if different from routine) and related expenses (court cost & fees, etc.).

**ADDITIONAL INFORMATION TO BE PROVIDED IN PROPOSAL**

1. A written description of any (a) litigation during the past three years involving the Respondent or any attorney listed in the response relating to professional services or in any way relating to the practice of law, including a summary of the disposition of such matter or matters; (b) a list of any grievances filed within the past three (3) years against Respondent or any attorney listed in the response with the Georgia Bar or any other regulatory or judicial body, including a summary of the disposition of such matter or matters; and (c) a written description of and actual or potential conflicts of interest under the code of Professional Responsibility relating to attorneys that Respondent may have in performing the services described in the Scope of Services.

EVALUATION CRITERIA AND SELECTION PROCESS:

1. The proposals submitted in response to this request will be evaluated by members of a selection committee.
2. The selection of a firm or individual and the ultimate execution of a contract, while anticipated, are not guaranteed by the County. The County reserves the right to determine which proposal is in the County’s best interest and award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential offeror (after proposals are opened) if such is deemed in the best interest of the County.
3. The selection committee will evaluate the proposals that are responsive to the requirements of this RFP using the following criteria listed in order of importance:

**EVALUATION CRITERIA**

<b>EVALUATION CRITERIA</b>	<b>Total Possible Points</b>
Capability – the respondents that have the capability to fully perform the contract requirements; the moral and business integrity and reliability that will assure good faith performance; Respondent’s ability and skill to provide the products or perform the services as stated in this RFP.	25
Experience – respondents experience in providing the services as requested. Has this respondent ever represented other local governments?	20
Cost – the cost of the services to the BOC.	25
Flexibility/Understanding of Requirements – the degree to which the respondent has responded to the purpose and scope of services to be provided. Flexibility of respondent to meet the BOC’s needs conformance in all material requests in this RFP.	10
References - quality of responses received from references.	10
Oral Presentation (initial evaluation by selection committee will not include points for oral presentations/will be based on a total of 90 points)	10
<b>TOTAL POINTS</b>	<b>100</b>

4. All proposals will be reviewed and ranked according to competence and qualifications, and offerors may be selected for interviews or oral presentations as may be necessary. The County makes no commitment to any respondent to this RFP beyond consideration of the written response to this RFP.
5. The preceding criteria will be used to evaluate the proposal responses and recommend those proposals deemed to be the best for oral presentation and/or interview. The selection/evaluation committee reserves the right to expand these criteria to include any other pertinent requirements as necessary.
6. The best ranked respondents may have the opportunity to make an oral presentation and respond to interview questions by the County Commissioners at a meeting of the Board and/or Public Workshop. The Franklin BOC will make the final hiring decision.
7. The Board of Commissioners, or its designee, shall negotiate a contract with one of the proposers in accordance with Georgia Statutes.

#### EXPLANATION TO RESPONDENTS:

Each Respondent shall examine the RFP documents carefully; and, no later than October 30, 2020, s/he shall make a written request to the BOC for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The BOC will not be responsible for oral clarifications.

No negotiations, decisions or actions shall be initiated or executed by the respondent as a result of any discussions with any County employee prior to the opening of the proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of Respondent.

#### PREPARATION AND SUBMISSION OF RESPONSES:

One (1) original and five (5) copies of responses to this RFP must be submitted in a sealed envelope. Facsimiles will not be accepted.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The Respondent shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Franklin County, and the State of Georgia. Every respondent submitting a proposal shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Respondents residing or based in another county or municipality, but maintaining a physical business facility or representative in Franklin County, may also be required to obtain such a license. For information specific to Franklin County occupational licenses contact the County Office at (706) 384-2483.

#### REJECTION OF PROPOSALS:

The BOC reserves the right to reject any and/or all proposals when such rejection is in the best interest of the BOC.

#### RECEIPT AND OPENING OF PROPOSALS:

Proposals will be opened at or after the time and place stated in the Request for Proposal (RFP). The person whose duty it is to open the proposals will decide when the specified time has arrived and no proposals received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a proposal not properly addressed and identified.

## WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written or telegraphic request received from respondents prior to the time fixed for opening. Negligence on the part of the respondent in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

## SELECTION OF PROPOSAL:

The County will select a firm or individual based solely upon the content of the proposals that are received in response to this RFP. The County reserves the right to waive any informality in proposals and to award a proposal in whole or in part when either or both conditions are in the best interest of Franklin County.

Notice of the intended award is provided through an agenda item to The Board of Commissioners containing a recommendation of award. The agenda for each meeting of the County Commission is available on the County website at [www.franklincountyga.gov](http://www.franklincountyga.gov). A firm may request, in their RFP submittal, a copy of the RFP tabulation sheet to be mailed in a responding firm-provided, stamped self-addressed envelope for their record.

## AGREEMENT:

The County will consider the qualifications of each firm with regard to the services required by the County, and so may choose one firm according to which firm best fits the needs of the County. The selected firm will serve as the County's Attorney for a one (1) year term period with an option for three (3) additional one (1) year term extensions.

After the RFP selection, the County will, at its option, prepare an agreement specifying the terms and conditions resulting from the award of this RFP. Every procurement of contractual services shall be evidenced by a written agreement.

The performance of Franklin County or any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the agreement.

Franklin County may terminate this Contract without cause, by giving the Respondent sixty (60) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto sixty (60) days written notice of termination. The County shall not be required to give Contractor such sixty (60) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the contracted firm.

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract.

## AUDITS, RECORDS, AND RECORDS RETENTION:

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2, above. Cost to copy documents will be the responsibility of the Franklin County BOC.
4. To assure that any records pertaining to the Franklin County Board of Commissioners shall be subject to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Board of County Commissioners.

**MONITORING:**

To permit persons duly authorized by the County to inspect records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract and to the Franklin County Board of Commissioners and interview any employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

**RIGHT TO INSPECT PLACE OF BUSINESS:**

The County may, at its discretion, inspect the part of place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Franklin County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Franklin County.

**ASSIGNMENT:**

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Respondent assign any monies due or to become due to him hereunder without the previous written consent of the County.

**HOLD HARMLESS:**

The Respondent agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Respondent, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Respondent, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

**ETHICAL BUSINESS PRACTICES:**

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

RFP CHECKLIST:

Please submit the items on the following list and any other items required by any section of this Request for Proposals. The checklist is provided as a courtesy and may not be inclusive of all items required within this Request for Proposal:

- \_\_\_\_\_ Completed RFP Response Sheet with Signature
- \_\_\_\_\_ Attachment 1 – References
- \_\_\_\_\_ Attachment 2 – Conflict of Interest Disclosure
- \_\_\_\_\_ Attachment 3 – Required Policy Endorsements & Documentation

**RFP RESPONSE SHEET**

The Board of Commissioners, Franklin County, reserves the right to accept or reject any and/or all proposals in the best interest of Franklin County.

J. THOMAS BRIDGES,  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	_____
	(Firm Name)
BY	_____
	(Authorized Representative)
	_____
	(Printed or Typed Name)
ADDRESS	_____
	_____
TELEPHONE	_____
FAX	_____

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

**ATTACHMENT 1  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

Vendors are required to submit with their response three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BOC reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge. (Please provide at least 2 Contact Names.)

<b>FORMER CLIENTS-Provide Three (3)</b>	
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTACHMENT 2  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the ordinances and polices of Franklin County as well as Georgia Code. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Franklin County Board of Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent’s firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in seeking to influence the actions of the Board in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Franklin County: (if none mark as such)

_____	_____
_____	_____

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

