

REQUEST FOR BIDS FOR PROFESSIONAL SERVICES
PUBLIC DEFENDER CONTRACT
_____ THROUGH _____

Grant County is hereby soliciting sealed bids for the provision of professional services in providing legal representation to an indigent person eligible for court-appointed counsel pursuant to SDCL 23A-40 et seq., (criminal defendants), and SDCL 26-7A-31 (juveniles), for the 2023 calendar year (January 1 through December 31, 2023).

Sealed bids, marked "Public Defender Contract-2023" shall be submitted to the Grant County Auditor's Office at the Grant County Courthouse, 210 East 5th Avenue, Milbank, South Dakota no later than Monday, December 19, 2022 at 5 p.m. The County reserves the right to reject any or all bids.

Bidders are asked to bid a sum certain for compensation on an annual basis (which compensation will be paid in even monthly installments for the remainder of 2023).

Bidders are further required to state whether the contracting attorney for the law firm has any professional relationship with any municipality or other entity within Grant County that may lead to regularly occurring conflicts of interest.

CONTRACT REQUIREMENTS:

The contracting attorney (or law firm) must be in good standing with the State Bar of South Dakota and must provide proof of professional liability insurance in effect for the 2023 calendar year.

The contracting attorney (or law firm) is an independent contractor. Entering into the defender contract with the County does not make the contracting attorney or firm or employees thereof employees of Grant County. Contracting attorney (or law firm) is responsible for routine office and overhead expenses.

The contracting attorney (or law firm) will be required to provide professional, competent legal representation to all indigent persons found by the Court to be entitled to legal representation under SDCL 23A-40 et seq., and SDCL 26-7A-31, with the exception of those cases in which a conflict of interest occurs. The Firm will be expected to accept any criminal case, including:

- a. Any case in which the defendant may be sentenced to life imprisonment or death.
- b. Post-conviction relief matters, except those involving ineffective assistance of counsel.
- c. Appeals.

The Firm shall assume responsibility for all office expenses related to the completion of the Firm's duties. Said expenses shall include, but not be limited to, the Firm's support staff, necessary mileage within Grant County, long distance telephone calls, cellular phone calls, copies and postage.

Out of pocket expenses, such as expert witness fees, sheriff's fees, deposition expenses, subpoena costs and the like, when approved by the Court, will be subject to reimbursement to the contracting attorney (or law firm) in addition to the amount paid for services under the contract.

The contracting attorney (or law firm) will be required to prepare and file time and expense statements for each person represented under the contract within thirty (30) days of the completion of each such matter.

The contract will be subject to termination by either party (County or contracting attorney) by written notice to the other party no less than thirty (30) days prior to the date of termination.

Upon termination of the contract, the contracting attorney (or law firm) will continue to represent the indigent clients for whom he/she/they have been appointed and will be entitled to compensation for services as provided for counsel not covered by this contract under the guidelines then in effect for the Third Judicial Circuit.