The Town of Ridgeland, South Carolina
Request for Proposals ("RFP")
Municipal Public Defender
November 2, 2026

Introduction

The Town of Ridgeland, South Carolina (the "Town"), is requesting proposals ("RFP") to establish a contract for services with a qualified attorney to provide legal services to **indigent defendants** in the municipal court. The Municipal Public Defender will provide legal representation for all indigent criminal defendants charged under ordinances of the Town or the South Carolina Code of Laws who qualify for appointed counsel. Qualifications are requested for firms and individuals that can provide Municipal Public Defender services beginning as soon as possible.

The Municipal Court

The Town of Ridgeland Municipal Court is located at the Town Hall at 1 Town Square, Ridgeland SC. The Town has 1 municipal judge and 1 courtroom.

Services Requested/Qualifications

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

- **Screening:** Determination of indigency for eligibility for municipal public defender services will be determined by a screening process established by the Town. The Town will be responsible for the costs of and handling the screening process. Should the Municipal Public Defender determine a defendant is not eligible for assigned counsel, the Municipal Public Defender will advise the Court and move to withdraw from the case, subject to the Municipal Public Defender's professional duties under the Rules of Professional Conduct.

- **Telephone Access:** The Municipal Public Defender shall provide a telephone number or numbers at which they can be reached.

- **Reporting:** The Municipal Public Defender shall file quarterly reports with the Town which include each client who has been appointed to the Municipal Public Defender, the charge(s), case number(s), disposition, bench or jury trial, and whether an appeal was

filed. The report is due on or before the 30th day after the end of each quarter as to clients represented in the previous quarter.

- **Associated Counsel:** The Municipal Public Defender may employ associated counsel to assist at the Municipal Public Defender's expense. The Municipal Public Defender and all associated counsel shall be licensed to practice law in the State of South Carolina. The Municipal Public Defender shall be responsible for overseeing and approving services performed by other attorneys. The Municipal Public Defender must immediately report to the Town any change affecting the maintenance of membership in good standing with the South Carolina Bar Association. No legal interns shall be used unless agreed to in advance by the Town.

- **Public Defense Standards:** All public defense services wi11 be provided in accordance with South Carolina Commission on Indigent Defense Performance Standards for Public Defenders and Assigned Counsel

- The Municipal Public Defender provides discovery, manages cases, and issues subpoenas as needed. The Municipal Public Defender shall also advise a client of their right to appeal and inform them of the process. The Municipal Public Defender shall not be required to represent indigents in appeals at this time. If the Municipal Public Defender is required to represent indigents in appeals, a separate contract for services will be negotiated.

- The Town of Ridgeland Municipal Court holds the following monthly calendars at which the Municipal Public Defender may be required to attend:
    - Please see **Exhibit A for remaining Court Dates for Fiscal Year 2026/27**

- All respondents must designate an attorney who will be accountable for contract performance. The Municipal Public Defender must have prior work experience in criminal law. At least five (5) years criminal trial experience is required. The contractor must provide continuity of representation while at the same time ensuring effective back-up coverage.

- Any lawyer who may be called on as a back-up attorney must have current awareness of the Town of Ridgeland public defense cases the Municipal Public Defender has received so that he or she is fully prepared to provide public defender services in the event of an unanticipated absence. The contractor must assure availability of attorneys and support staff is consistent with efficient delivery of public defender services. The contractor needs to be able to involve more than one attorney in the delivery of public defender services if efficient case management so requires.

- The municipal public defender must be responsive to the Police Department, the Prosecutor, and witnesses. For example, the Town expects phone calls to the Public Defender to be returned in a timely manner. The Town anticipates that a caller would get a response from someone who is familiar with pending deadlines and legal issues in the case by the end of the next business day.

Compensation

The Town will pay a flat rate of $300 per case assigned for municipal public defender services plus an additional flat rate fee of $500 for each jury trial. Reasonable costs incurred may also be reimbursed as identified in the contract.

Requirements of Proposal

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 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.
- **Insurance:**. Contractor shall obtain and maintain, at a minimum, the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State of South Carolina and having an A.M. Best's rating of at least "A-" or better or the equivalent thereof. Deductible amounts or self-insured retention amount payable under or with respect to such insurance coverage shall be the sole responsibility of the Contractor.
- Required Coverages: Type Minimum Coverage
- 1. **Workers' Compensation Insurance** as required by the State of South Carolina, including Employer's Liability limits of $1,000,000 and including "Other States endorsement."
- 2. **Commercial General Liability**, Bodily Insurance with combined single Injury and Property Damage, including limits of 1,000,000/$2,000,000 Contractual liability and Products and per project/per location Completed Operations
- 3. **All Risk Property Coverage** /contractor shall agree Risk – if applicable to insure any owned, leased or Borrowed property. The Town of Ridgeland will have no liability with

regard to non-owned property.

- 4. **Commercial Automobile Liability** $1,000,000 per accident for Bodily Injury with coverage Provided for (1) owned autos (2) hired autos and (3) other Non-owed vehicles

5. **Professional liability** $1,000,000 each claim/annual Aggregate Deductibles No policy shall have a deductible amount greater than $100,000 per occurrence.

6. **Form and Content** All policies, binders or interim insurance contracts with respect to insurance maintained by the Company hereunder shall:

a. Designate the Town of Ridgeland, its officers, agents and employees (except in the case of Workers'Compensation Insurance) as an additional insured.

b. Provide that there shall be no recourse against the City for payment of premiums or commissions or (if such policies provide for payment thereof) additional premiums or assessments;

c. Provide that such insurance shall be primary insurance without any Right of contribution from any other insurance carried by the Town of Ridgeland or to the Company to the extent that such other insurance provides The Town of Ridgeland or the Company with contingent and/or excess Liability insurance with respect to its respective interest and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insured as a group and Liability for premiums) shall operate in the same manner as if there were a separate policy covering each insured.

c. Provide that the Town of Ridgeland shall be furnished with at least thirty (30) days prior written notice of any material change, cancellation, expiration or non-renewal of coverage and that unilateral change, cancellation, expiration or non-renewal shall be effective absent such notice; and

d. Waive any right of subrogation of the insurers there under against the Town of Ridgeland. Prior to, but no later than the event date, the Company shall provide to the Town, a certificate of Insurance that evidence compliance with the requirements of this Section.

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

Proposal Modifications and Clarifications

The Town will not reimburse the Respondents for the Request for Proposals (RFP), for any costs involved in the preparation and submission of qualifications, or for attendance at subsequent interviews. Furthermore, this RFP does not obligate the Town to accept or contract for any express or implied services. The Town reserves the right to request any Respondent to clarify their response or to supply any additional material deemed necessary to assist in the evaluation, and to modify or alter any or all of the requirements herein.

Evaluation Criteria

Qualifications will be evaluated according to the following criteria, listed in order of importance:

1. Experience and technical competence of the firm and its personnel considering the scope of work

2. Recent experience and expertise with similar work

3. Capability to perform work (including any specialized services) within the time limitations, considering the respondent's current and planned workload.

4. Past record of performance on and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness and ability to communicate with a range of participants.

The Contractor shall provide all vehicles, equipment, and personnel to effectively provide services as described in this RFP.

Selection Process

An evaluation team shall review the qualifications and discuss and assess the capabilities and experience of respondents to act as Municipal Public Defender. The evaluation team will determine which firms should be contacted for further consideration.

Selected firms or individuals will be contacted for an interview by the Town to discuss their qualifications and to answer specific questions. The purpose of the interviews will be to evaluate the experience and fit of the firms and to clarify and assure understanding of the requirements of the contract.

The Town of Ridgeland reserves the right to accept or reject qualifications submitted, to waive informational and minor irregularities and to request additional information required to fully evaluate all qualifications.

Contract Requirements

The Town of Ridgeland plans to use the attached Municipal Public Defender contract. Exhibit B. Firms with significant concerns about the sample agreement should not submit on this RFP.

Questions

Questions regarding the RFP process are to be addressed to the Town Administrator, Dennis E. Averkin, by email to: daverkin@ridgelandsc.gov

No questions other than written will be accepted. No response other than written will be binding upon the Town.

Regulatory Compliance

The Contractor shall comply with all Town, State of South Carolina, and Federal laws, rules, and regulations.

Town's Right to Request Additional Information

Prior to contract award, the Town must be assured that the selected firm/individual has all of the resources to successfully perform under the contract. This includes, but is not limited to an adequate number of personnel with required skills, availability of appropriate equipment is sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the Town is unable to assure itself of the Contractor's ability to perform, if awarded, the Town has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

Failing to Comply with Submittal Instructions

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The proposal must be complete in all respects.

Town's Right to Reject Proposals

The Town reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Town. It is also within the right of the Town to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the Town on a case-by-case basis.

Town's Right to Amend or Cancel RFP

The Town reserves the right to amend or cancel this RFP at any time. Any amendments must be made in writing prior to the RFP closing date and time. By submitting a proposal the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Contractor submitted its proposal) unless expressly stated otherwise in the

Contractors'proposal.

Cost for Preparing Proposals

The cost for developing the proposal and participating in the RFP process (including the protest process) is the sole responsibility of the Contractor. The Town will not provide reimbursement for such costs.

RFP Released

The release of this RFP is communicated through public advertisement in the following:

Town of Ridgeland Website: www.ridgelandsc.gov

Submitting a Proposal

The Contractor must submit one (1) ***hard copy*** in a sealed envelope with the contractor's signature across the seal with the words "RFP For Municipal Public Defender ".

Hard copy proposal should be submitted to:

Ms. Katie Richardson
Municipal Clerk of Court
P.O. Box 1119 / 1 Town Square
Ridgeland, South Carolina 29936

By Submitting a proposal, the Contractor is acknowledging that the Contractor:

1. Has read the information and instructions.
2. Agrees to comply with the information and instruction contained herein.

Revising, or Cancelling a Submitted Proposal

In the event that a Contractor desires to revise or cancel a submitted proposal, the Contractor must notify the Town in writing of their intention to revise or cancel a proposal prior to the RFP closing date and time. If the Contractor is submitting a revised proposal, the original proposal will be returned unopened to the Contractor. A revised proposal must be received by the Town prior to the RFP closing date and time.

Proposal Certification

By submitting a proposal, the Contractor understands and agrees to the following:

1. That this proposal constitutes an offer, which when accepted in writing by the Town, and subject to the terms and conditions of such an acceptance, will constitute a valid and binding contract between the Contractor and the Town; and

2. That the Contractor guarantees and certifies that all items included in the proposal meet or exceed any and all of the RFP's identified specifications and requirements except as expressly stated otherwise in the Contractor's proposal; and

3. That the proposal submitted by the Contractor shall be valid and held open for a period of ninety (90) days from the final RFP closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and

4. That the Contractor's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Contractor understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and

5. That the provisions of the laws of South Carolina have not been violated and will not be violated in anyrespect.

PublicAward Announcement

The award of a contract by the Town Council will be communicated by a Notice of Award being published in the following:

Town of Ridgeland Website: www.ridgelandsc.gov

Indemnification and Hold Harmless

The Contractor shall be responsible for and shall indemnify and hold the Town harmless from any and all claims, demands, damages, and expenses of whatever nature (including without limitation, attorney's fees) relating to or arising from (1) Contractor's breach of any of the representations and warranties contained herein; (2) Contractors failure to follow the Town's specifications; (3) Contractor 's other breach of the terms hereof; (4) any other act(s) or omission(s) of Contractor, it's employees, independent contractors, agents, and suppliers.

Assignability

The Contractor may not assign this agreement or any of its rights or responsibilities hereunder without prior written consent from the Town.

Exhibit A - Court
Calendar FY2026-27

Note : Preliminary Hearings are scheduled on an ‘‘as needed’’ basis and are announced 2 weeks in advance.

TIME	JANUARY COURT DATES
9:00AM	4-Jan-27
9:00AM	6-Jan-27
9:00AM	11-Jan-27
18-Jan (HOLIDAY)	
9:00AM	20-Jan-27
9:00AM	25-Jan-27
9:00AM	27-Jan-27
TIME	FEBRUARY COURT DATES
9:00AM	1-Feb-27
9:00AM	3-Feb-27
9:00AM	8-Feb-27
9:00AM	10-Feb-27
15-Feb (HOLIDAY)	
9:00AM	17-Feb-27
9:00AM	22-Feb-27
9:00AM	24-Feb-27
TIME	MARCH COURT DATES
9:00AM	1-Mar-27
9:00AM	3-Mar-27
9:00AM	8-Mar-27
9:00AM	10-Mar-27
9:00AM	15-Mar-27
9:00AM	17-Mar-27
9:00AM	22-Mar-27
9:00AM	24-Mar-27
9:00AM	29-Mar-27

TIME	APRIL COURT DATES
9:00AM	5-Apr-27
9:00AM	7-Apr-27
9:00AM	12-Apr-27
9:00AM	14-Apr-27
9:00AM	19-Apr-27
9:00AM	21-Apr-27
9:00AM	26-Apr-27
9:00AM	28-Apr-27
TIME	MAY COURT DATES
9:00AM	3-May-27
9:00AM	5-May-27
9:00AM	10-May-27
9:00AM	12-May-27
9:00AM	17-May-27
9:00AM	19-May-27
9:00AM	24-May-27
9:00AM	26-May-27
31-May (Holiday)	
TIME	JUNE COURT DATES
9:00AM	2-Jun-27
9:00AM	7-Jun-27
9:00AM	9-Jun-27
9:00AM	14-Jun-27
9:00AM	16-Jun-27
9:00AM	21-Jun-27
9:00AM	23-Jun-27