



**RE-ANNOUNCE-
COUNTY OF CHATHAM
REQUEST FOR QUALIFICATIONS FOR
LEGAL SERVICES**

Description

Chatham County on behalf of the Chatham County Family Visitation Services (CCFVS) program, is requesting statements of qualification from qualified individuals and firms to provide civil legal services; for specific CCFVS clients referred by the County, in the matter of child custody and related issues involved in domestic violence. Civil legal services will be contracted by Chatham County as provided in the Federal Office on Violence Against Women (OVW) Justice for Families award.

Federal grant funds will be used for this project. Award of a contract is contingent upon a successful negotiated contract with the most qualified submitting firm and compliance with all federal requirements.

This announcement and attachments can be found on the County's "Bid Opportunity" webpage at <http://www.chathamnc.org/business/current-bid-proposal-opportunities>. Any addendum issued will be posted here as well.

Legal Scope of Services

Chatham County is responsible for determining a client's need of referral for services to the selected legal representation. The client's background will represent a range of services which may include victims of sexual assault, domestic violence, dating violence, and stalking in our community.

Legal representation will provide advocacy at protective order hearings and additional representation when other resources are not available. Additional representation may include, but not solely limited to custody, child support, divorce and separation.

The focus will be on comprehensive family law services. A maximum per client for all legal representation the client may need as a result of their referral from Chatham County, will be negotiated during the contracting process.

Funding Source statutory requirements

- (1) Any person providing legal assistance with funds through this program
 - (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or

(B) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A);

- (2) Any person providing legal assistance through this program has completed, or will complete, training in connection with domestic violence, dating violence, sexual assault, and stalking, including child sexual abuse, and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;
- (3) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial or local domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials;
- (4) Any person or organization providing legal assistance with funds through this program has informed and will continue to inform state, local, or tribal domestic violence, dating violence, sexual assault or stalking programs and coalition, as well as appropriate state and local law enforcement officials of their work; and
- (5) The legal provider does not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, stalking, or child sexual abuse is an issue.

Proposed Schedule

May 13, 2019	Announce Opportunity
By 12:00 Noon on May 20, 2019	Deadline for Questions
By 5:00 PM EST on May 23 2019	Proposals must be received
May 31-June 5, 2019	Evaluate respondents
June 6, 2019	Notify respondents of those granted Interviews
June 14, 2016	Interviews will be held in Pittsboro
Mid to late June, 2019	Expected contract

Requirements

- Chatham County will receive written responses until **5:00 PM EST on Thursday, May 23, 2019**. Responses after this time will not be accepted.
- Responses should be concise and address the objectives requested by the County
- All respondents to the Request for Qualifications shall address the following, as a minimum and should conform to the numbering system used below:
 1. Letter of transmittal identifying the contact person and contact information including Name, Mailing address, physical address, e-mail address, phone and fax numbers.
 2. Statement substantiating the firm's understanding of the legal duties, expectations, and assignments being requested.
 3. Firm's background and history.

- A brief history of the firm
 - Resumes of principals
4. Identify all key personnel to be assigned to perform the services outlined in this RFQ
 5. Provide information regarding education, training, registrations, certifications and/or licenses for each team member.
 6. Describe the firm's resources available to support the services to be performed as outlined in this RFQ.
 7. Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to perform the work associated with this solicitation.
 8. State any history or present condition that would put the firm in any conflict of interest.
 9. Describe your firm's approach and method to successfully develop and deliver the services requested under this RFQ.
 10. Describe firm's policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.).
 11. List any work experience in the litigation legal area performed within District 16 family courts.
 12. Provide a brief description of Respondents relevant clients, including municipal government clients during the last three (3) years.
 13. Describe your firm's flexibility in responding to immediate needs that arise.
 14. If there will be a specific attorney who will be assigned this responsibility, name this attorney.
 15. Please provide 3 references
 16. Describe the level of technology used by your office.
 17. Provide your proposed fee schedule for service and support hours.
 18. Speak to your firm's ability to provide necessary service and remain within the budgeted number of hours.
 19. Describe your firm's billing practices.
 20. Limits of malpractice insurance
 21. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If any exist, please explain.
 22. Whether the Respondent is now or has been involved in any bankruptcy or reorganization proceedings in the last ten (10) years. If yes, please explain.
 23. Confirmation of appropriate federal and state licenses to perform activities.
 24. Describe any experience with federal or state grant awards and your firm's reporting processes.
 25. Have you ever lost any federal or state grant awards? Please explain.

Insurance Requirement

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract. (Non-applicable-individual)
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment. **(Non-applicable)**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. The Contractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the County that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the County. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the contractor's. Chatham County will be named as an additional insured on all applicable policies.

Everify

Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

Iran Divestment Act

Effective October 1, 2015 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of §143C-6A-5. Contractor agrees to fully comply with such statute and require Contractors subcontractors, if any, to fully comply with such statute.

Divestment from Companies that Boycott Israel:

Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to NC G.S. 147-86.80 et al, and (b) it will not take any action causing it to appear on any such list during the term of the Contract Agreement.

Selection and Award

Chatham County anticipates interviewing one or more firms before making a final selection.

The interview team will include staff within the court related programs and other county staff. The interview date has been identified as **Friday, June 14, 2019**. It is expected firms will be notified on **Thursday, June 6, 2019** of interview opportunities.

Chatham County intends to qualify more than one legal representative, based on firm qualifications contained within the Scope of Services and Statutory Requirements. Clients will be referred to selected firms based on the firm's rates, availability to represent specific clients, and scheduling; and based on the following criteria:

1. Demonstrated understanding of the specific areas of law addressed in this Request for Qualifications
2. Familiarity with Chatham County FAMILY & CIVIL court system
3. Related experience to domestic violence, family law and custody litigation
4. Ability of the firm to meet the availability requirements
5. Successful negotiation of fee
6. Such other appropriate information as the County Department deems advisable.
7. Operate within the guidelines of OVW civil legal scope of practice

Chatham County reserves the right to reject any and all proposals or any part thereof and to select the most responsive proposal that is deemed in the best interest of Chatham County.

PROPOSAL INSTRUCTIONS

- A. **Proposal Deadline**: Must be received by Chatham County no later **than Thursday, May, 23, 2019, 5:00 PM EST**
- B. **Submission of Qualifications**: The County is requesting 3 hard copies and one electronic on media with the submitted qualifications, prior to the deadline. All copies must be sent to one of the following delivery addresses:
- Postal Address: Robin James, Chatham County Finance Office, P. O. Box 608, Pittsboro, NC 27312
 - Street Address: Robin James, County Finance Office, Courthouse Annex, 12 East Street, Pittsboro, NC 27312

Please identify the outer-most envelope/package as "RFQ Legal Services-CCFVS Program".

- C....**Withdrawal of Submittals** Proposing vendors may withdraw their proposals any time before the deadline for submission on **Thursday, May, 23, 2019, 5:00 PM EST**. The withdrawal must be submitted in writing and signed by the proposing vendor.

D. **Inquiries and Corrections**

All inquiries relating to this request should be in writing and addressed to:

Robin James
Chatham County Finance Office
P.O. Box 608
Pittsboro, NC 27312

They also may be faxed to 919-545-2417 or emailed to: purchasing@chathamnc.org
If a proposing vendor finds discrepancies in or omissions from the specifications or should require additional clarification of any part, a written request for interpretation shall be submitted to Robin James. Any interpretation of or changes made to the RFQ will be made by written addendum to each proposing consultant and shall become part of the request for any contract awarded. The County will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. All inquiries must be made **by 12:00 Noon** on **Monday, May 20, 2019**. It shall be the responsibility of each proposing organization or individual to verify that every addenda has been received prior to submitting proposals.

E. Vendor Certification:

The submission of proposal shall be deemed a representation and certification that the proposing vendor:

- Has carefully read and fully understands the information provided by Chatham County in this RFQ;
- Is financially solvent and as the capability to successfully undertake and complete the responsibilities and obligations of the proposal submitted;
- Represents that all of the information contained in the submitted proposal is true and correct;
- Did not in any way collude or conspire with any other parties, directly or indirectly, in regard to the amount, terms or conditions of this proposals;
- Acknowledges that Chatham County has the right to make any inquiry it deems appropriate to substantiate or supplement information provided by proposing vendors and hereby grants Chatham County permission to make these inquiries; and
- Acknowledges that any proposal cannot be modified after its submission for any reason.

F. Format & Deadline of Proposals: Late proposals will not be accepted under any circumstance and will not be opened or reviewed. We will not accept proposals by fax or any method. The sender must allow ample delivery time for the selected shipment or transmission methods.

G. Definition and Context: Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular.

H. County Conditions

- All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the bids. However, Chatham County reserves the right to change the conditions, requirements, and specifications as it deems necessary.
- The bids must be signed by a duly authorized official of the proposing organization or individual submitting the bids.

- No bids will be accepted from any person or organization that is in arrears for any obligation to Chatham County, or that otherwise may be deemed irresponsible or unresponsive by county staff or the Chatham County Board of Commissioners.
- Chatham County is not obligated to enter into any contract as a result of the RFQ.
- All prices quoted must be firm for a period of 90 (ninety) days following the bids deadline.
- Chatham County reserves the right to reject any and all bids or any part thereof and to select the most responsive bids that is deemed in the best interest of Chatham County.
- Multiple contracts may be awarded as the result of the RFQ.
- Chatham County may approve or disapprove the use of specific proposed subcontractors in any bids.
- Chatham County reserves the right to enter into an agreement with another proposing vendor in the event that the originally selected vendor fails to execute a contract with the County or defaults on their contract.
- All bids shall be prepared in a comprehensive manner as to content, but we do not require specific types of binders or promotional material for submissions. Promotional material will not be considered part of the bids and will not affect the evaluation of bids.
- Chatham County reserves the right to negotiate with any, none, or all of the proposing vendors.
- All costs, including travel and expenses, incurred in the preparation of this bids will be borne solely by the proposing company.
- The County will not return bids materials to those submitting bids.
- No agreements with any selected vendor shall be binding until a contract is approved, signed, and executed by the authorized County Official and authorized representatives of the vendor.
- Chatham County will follow all applicable local, state, and federal procurement requirements when expending federal funds and require all contractors to comply in full.
- Details of all terms and conditions for purchase orders and contracts can be found at <https://www.chathamnc.org/government/departments-programs/county-manager-finance-office/finance/purchasing>.

The County of Chatham is an Equal Opportunity Employer and does not discriminate on the basis of sex, marital status, race, color, creed, national origin, age or disability.



Vendor Information & Signature Form

Vendor Name	
Trade License #	
Contact Person(s)	
Street Address with City, State & Zip Code	
Mailing Address (if different than above)	
Phone #	
Fax #	
Email	
Proposer will do the work as:	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Date & state of incorporation	Date _____ State _____
Name of partnership or joint venture	

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposing Vendor that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and they have read and understand the RFQ. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposing Vendor was not fully informed as to any fact or condition.

Authorized Signature:
Date Signed:
Title of Signatory: