



REQUEST FOR PROPOSALS

FOR

ROWAN COUNTY

LEGAL SERVICES FOR APPELLATE CASES

FOR DEPARTMENT OF SOCIAL SERVICES

RFP 2022-017

ROWAN COUNTY

130 West Innes Street

Salisbury, NC 28144

704-216-8174

anna.bumgarner@rowancountync.gov

Date Issued: Wednesday, December 1, 2021

Date Due: Tuesday, December 21, 2021 at 3:00 PM ET

Administered By: Anna Bumgarner, Purchasing Director

**NOTICE TO CONTRACTORS
REQUEST FOR PROPOSALS
ROWAN COUNTY LEGAL SERVICES FOR APPELLATE CASES**

Rowan County plans to contract for Legal Services specific to appellate cases for the Department of Social Services to handle child welfare appeals. All responses submitted must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals.

Responses for this RFP will be accepted until Tuesday, December 21, 2021 at 3:00 pm ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Proposal documents may be obtained by contacting the Rowan County Purchasing Director at:

Rowan County Purchasing Department
Attn: Anna Bumgarner, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8174
anna.bumgarner@rowancountync.gov

Submission of any Proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

Rowan County Requires \$1,000,000 in general liability coverage, professional liability and cyber liability insurance listing Rowan County as an additional insured. This is not a requirement to submit an RFP but will be required before entering into a contract.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the Request for Proposals package.

This is the 1st day of December, 2021.

Rowan County

By: Anna Bumgarner
Rowan County Purchasing Director

Intent of Request for Proposals

The purpose and intent of this Request for Proposals (RFP) is to contract for Legal Services related to child welfare appeals at Department of Social Services (DSS). The following documents make up this Request for Proposals:

- a. This Document
- b. Proposal Response Form

Important Dates

| | |
|------------------------------------|--|
| Issue Date: | Wednesday, December 1, 2021 |
| Deadline for written questions: | Friday, December 10, 2021 at 5:00 PM ET |
| Deadline for Submitting Proposals: | Tuesday, December 21, 2021 at 3:00 PM ET |

Submission of Proposals

Proposals must be presented on the **Proposals Response Form** attached to the RFP can be emailed, mailed or delivered to:

Anna Bumgarner, Purchasing Director
Rowan County Finance Department
130 West Innes Street, Suite 31
Salisbury, NC 28144
anna.bumgarner@rowan.countync.gov

The package or subject line shall be plainly marked "**RFP 2022-017 Legal Services for Appellate Cases**".

Contractors must submit one original complete copy of their proposal.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

Proposals are due on **Tuesday, December 21, 2021 at 3:00 pm EST** by mail to J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina, 28144 or by email to anna.bumgarner@rowancountync.gov. Failure to submit a proposal by this deadline will disqualify the respondent from consideration in this project.

Request for Clarification

All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Friday, December 10, 2021. These written questions or requests must be submitted to AnnaBumgarner, Purchasing Director, either by mail, fax or e-mail. No respondent shall have contact with any other County Staff or Board of Commission Members once the RFP is made public. All questions the County receives will be answered in an addendum to this RFP and posted on the County website by end of day on Tuesday, December 14, 2021. <https://www.rowancountync.gov/677/Current-Bids-or-Request-for-Proposals-RF>

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

Signed Proposals Considered an Offer

Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the County. In the event of a default on the part of the Contractor after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

Timeline to Execute Contract

As time is of the essence, the Contractor is required to begin and/or commence the work to be performed under this contract within the time specified by the Director once contract is awarded.

Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

Non-Discrimination

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Insurance Coverage

The Contractor shall not commence work under this contract until all insurance required under this section has been obtained. The Contractor shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Contractor agrees that during the term of this contract, the Contractor, at their 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. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.

PROFESSIONAL LIABILITY

- Professional liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.

CYBER INSURANCE

- The contractor shall maintain cyber liability in the minimum amount of \$1,00,000 per occurrence.

A Certificate of Insurance shall be issued confirming this coverage. EACH TYPE OF COVERAGE REQUESTED HEREIN MUST BE SPECIFICALLY REFERRED TO IN THE CERTIFICATE.

This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

It will be necessary for the County to be named on the Contractor's policy as an additional insured.

Collusive Bidding

The Contractor's signature on the Proposal Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Contractor(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

General Indemnity

The Contractor shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Contractor. As an integral part of this contract, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

Assignment

The successful Contractor shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

Conflict of Interest

All Contractors must disclose in writing with their proposal the name of any owner, officer, director or agent who is also an employee of the County. All Contractors must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a bid, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

Any conflicts identified with any individual cases contractor will notify County DSS Director immediately.

Errors and Omissions

The Contractor shall not take advantage of any errors or omissions in this RFB, and shall promptly notify the County of any omissions or errors found in this document.

Requirements

Contractor shall be:

1. Licensed to practice law in the State of North Carolina
2. Agrees to handle up to five (5) child welfare appeals per year originating from the Social Work Services Division of the Rowan County Department of Social Services
3. Agrees to take care of all paperwork, filings, response and other details of the appeal beginning at the stage in the appeal after the record on appeal is settled
4. Agrees to receive the transcript of the appeal from the County Child Welfare Attorney within one week after the transcript has been received by the County Child Welfare Attorney

5. Agrees to receive the settled record on appeal within one week of the record on appeal being received by the County Child Welfare Attorney
6. Agrees to meet all deadlines associated with the filing of the brief of the Appellee Rowan County Department of Social Services and any associated paperwork
7. Agrees to pay the cost of the mailing of such paperwork to the North Carolina Court of Appeals.
8. Agrees to work closely with the County Child Welfare Attorney on any issues as needed to handle the appeals and will provide written case updates or summaries upon request.

References

At least three recent business references are required. The Contractor shall provide the date, product(s) and services provided each business reference. The Contractor shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Contractor's references. The County may request additional evidence of the Contractor's experience, qualifications, ability, products, service facilities and financial standing for which the Contractor shall be prepared to provide to the County, if required.

Resume

Contractor shall provide a current copy of resume.

Evaluation Criteria

Price will be a major consideration in the County's evaluation criteria, but it will not be the only determining factor in our evaluation. The proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality, performance and the Contractor's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor's ability to provide a team of skilled, trained employees, maintenance costs, warranty provisions, and the Contractor's experience with similar projects will also be considered in the County's evaluation of the bids submitted.

Award

The County reserves the right to accept, award and/or reject any and/or all proposals, in whole or in part, and waive any technicalities or irregularities. This contract will not be awarded solely on the basis of cost. The County, at its sole discretion, following an objective evaluation, will award this contract to the lowest responsible, responsive Contractor that submits the best overall proposal based on their ability to meet and exceed these minimum specifications. See Award Matrix.

The County reserves the right to determine the lowest responsive, responsible Contractor on the basis of an individual item, groups of items, or any way determined to be in the best interest of the County. Award shall be based on, but not limited to, the following factors (where applicable):

1. Price
2. Qualifications of the Contractor, including past performance, financial responsibility, general reputation, experience, and service capabilities

Termination of Contract

The contract shall be considered complete when all work has been completed by the Contractor and accepted by the County.

Termination for Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this

contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.
5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

Award Matrix

| Weighted Points | Selection Criteria – Legal Services for Appellate Cases |
|-----------------|---|
| 25 | Qualifications Qualifications of the Contractor, including past performance, financial responsibility, and resume |
| 25 | Experience Experience with similar work and service capabilities |
| 15 | References <i>Timeliness, thoroughness, general reputation and quality of service</i> <u>Additional comments</u> |
| 35 | Contract Cost/Appointment type costs |

100 Total

| The following Scoring Formula will determine Scoring Value Maximum Points (enter 1-10 in the yellow cells) | |
|--|------|
| Excellent | 9-10 |
| Good | 7-8 |
| Fair | 5-6 |
| Poor | 0-4 |
| Sheet will multiply scoring based on a formula of possible scoring value maximum point allotment. <i>Example:</i> If a contractor is scored as 6.0 (Fair) on Respondent Qualifications then this is multiplied by the maximum scoring points (25) and divided by 10, e.g. (6.0 x 25)/10 (maximum scoring points), which would then equal 15 points. | |

Proposal Response Form

Pricing

Submission of any bid signifies the Contractor's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Contractor. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Hourly Rate: _____

References:

| | | | |
|-------------------|--|--|--|
| Company Name: | | | |
| Address: | | | |
| Contact Person: | | | |
| Phone Number: | | | |
| Email: | | | |
| Additional Notes: | | | |

Resume: Please Attach to the Proposal Response Form

Signed: _____

Name: _____

Date: _____