

COUNTY OF TUOLUMNE
Human Services Agency
Department of Social Services
Issued: December 18, 2018



REQUEST FOR QUALIFICATIONS (RFQ)
FOR:
FY 2018-2019 and ongoing
Legal Assistance Services

For an electronic version of this RFP, go to:

<http://www.tuolumnecounty.ca.gov>

(Click on "Bids, RFPs & RFQs" in the Business section)

*This RFQ will remain open. Qualifications received will be evaluated promptly for potential inclusion on the County's Qualified Provider List. Notice of this open RFQ will be published at least annually.

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ATTACHMENT 1: COVER SHEET

SECTION ONE: ACTIVITIES AND TIMELINES

ACTIVITY	DATE
• Release of published RFQ	12/18/2018
• Deadline for all questions	Ongoing
• Deadline for RFQ responses to be received by County	Ongoing
• Applicant Interviews	Ongoing
• Deadline for protests/appeals	Ongoing
• Contract executed for 2 Year Cycle- (from date contract signed)	Ongoing

** The County will notify the individuals on the Qualified Provider List in writing of any substantive changes in terms of the RFQ. Applications submitted will be evaluated promptly for inclusion on the Qualified Provider List. This open RFQ will be advertised on at least an annual basis.

SECTION TWO: GENERAL RFQ SUMMARY

The County of Tuolumne, through its Human Services Agency, Department of Social Services (DSS), hereinafter referred to as the “County,” seeks to establish a list of qualified persons interested in providing Legal Advocacy Assistance Services for Adult Protective Services clients. The County intends to develop a list of potential service providers and award multiple contracts to successful respondents. The work will be distributed at the County’s discretion based on the provider’s specific skills and the needs of the client(s). In the event the contracted applicants are not available to provide contracted services, the County will utilize the other qualified applicants to work at the direction of DSS. The following compensation schedule will apply to all persons providing services under the auspices of the contract:

- \$25.00-\$81.25 per hour for services rendered, to be negotiated based on experience and qualifications.
- Under no circumstances will an hourly rate exceed \$81.25 for services rendered.

California law and federal law provide specific employment restrictions for retirees and/or current County employees that desire to contract with the County.

For CalPERS retirees: if the work you will perform as a contractor is the same or similar to work you performed as an active employee or is work that is performed by active employees, it is most likely subject to the PERS retired annuitant restrictions, meaning the employment is disallowed and the County will not be able to enter into a contract with you.

For current County employees: California and federal law prohibit a current employee from contracting with its employer while being an active employee. If an employee is interested in becoming an independent contractor, the employee must consider separation from employment

with the County, however should the employee retire, he/she may be subject to the CalPERS retired annuitant laws. Should a current County employee respond to a RFP while in active employment status, the employee must separate from employment prior to award of the contract.

No County time is allowed to be used to prepare for or work on a response to a County RFP.

SECTION THREE: PROGRAM BACKGROUND AND OVERVIEW

The purpose of the Tuolumne County Adult Protective Services (APS) Program is to:

- provide safety and stability for adults at risk of abuse, exploitation and, neglect;
- provide care and services for adult's victims of abuse, exploitation and neglect; and
- collaborate with care providers to ensure safe and stable placements for adults.

The purpose of the Legal Advocacy Assistance Services RFQ is to increase the availability of holistic civil legal assistance to effectively aid adult victims of crime who are seeking relief in legal matters relating to that crime.

SECTION FOUR: SCOPE OF SERVICES

The Contractor shall provide legal services, advice, and representation only to those clients and in the amounts authorized by County. County retains ultimate responsibility for determining eligibility of persons served. Services and work provided by the Contractor at the County's request shall be performed in a timely manner, consistent with the requirements and standards established by applicable federal, state and local laws, ordinances, regulations and resolutions. Contractor will not be compensated for any services not authorized by a County employee.

The Contractor shall provide sufficient staff to carry out the legal services requested by the County. If the Contractor deems it appropriate to employ a consultant, expert, or investigator in connection with the performance of the services requested, the Contractor will so advise the County and seek the County's prior approval of such employment. Any consultant, expert, or investigator employed by the Contractor will be the agent of the Contractor, not the County.

The process for how referrals will be made is listed below:

1. Contractor reviews APS referrals for legal services needs
2. Upon review of referral, Contractor shall correspond with referring APS Social Worker to coordinate proposed legal services needed, including but not limited to, projected case plan, expected court appearances, etc.
3. Contractor shall have ongoing correspondence with referring APS Social Worker as needed to update the client case plan and/or when the case is closed.

Contractors will perform the following services:

1. Informal resolution services, including but not limited to phone calls, correspondence and referrals to small claims court.
2. Preparation of restraining orders and representation in court for the permanent restraining order as needed and appropriate.
3. Formal resolution services, when funding is available, and approved in writing by APS Manager, for legal representation including, but not limited to discrimination, housing, conservatorships or resolution of financial abuse by such means as preventing foreclosures or recovering assets.
4. Refer to outside counsel in cases where Contractor may have a conflict of interest due to prior representation of another party involved in the case.

The maximum total expenditure per client is \$500.00, unless prior written approval is obtained from the APS Manager. If the expenditure is expected to exceed \$500.00, pre-approval must be obtained by Human Services Agency Director or designee.

SECTION FIVE: MINIMUM QUALIFICATIONS

Minimum Qualifications: Active member of the State Bar of California in good standing.

Other Desired Qualifications: Experience, education and/or knowledge in elder abuse, restraining orders, and evictions.

SECTION SIX: APPLICATION PACKAGE REQUIREMENTS

A. FORMAT INSTRUCTIONS

Applications are to be straightforward, clear, concise, and responsive to the information requested. In order for applications to be considered complete, applicants must provide all requested information.

Each applicant must submit one original application and **three (3) additional copies of the signed application**. The original must be clearly marked "ORIGINAL."

B. APPLICATION ELEMENTS

1. Cover Sheet- Use Attachment 1

2. **Statement of Qualifications:**

Three (3) pages are allowed for narrative, not including attachments. *Applicants may substitute a resume or curriculum vitae for written narrative.* Please include the following information:

- Detail your education history, including the following:
 - School name and address
 - Dates attended
 - Diplomas/degrees obtained
- Attach proof of California licensure
- Describe your experience in providing the desired legal services. Include experience in providing the same or similar legal services and activities to state and county government agencies, non-profit and/or private agencies.

3. **References:**

Provide a minimum of three professional references.

- i. The County may contact some or all of the references provided. The County also reserves the right to contact references other than those provided in the application package and to use the information gained from them in the evaluation process.

4. **Scope of Services:**

- a. Provide a complete list of services, describing how these services will address the requirements listed in Section Four of this RFQ.
- b. Describe how you will meet the technical requirements (if appropriate) listed in Section 5.
- c. Describe how you will approach providing services.
- d. Describe how your organization will integrate with the Social Services Department and collaborate with staff to provide feedback for general assessment and planning.
- e. Describe your agency's ability to perform legal assistance service.
- f. Describe how the proposed services will ensure continued compliance with all applicable laws and regulations.
- g. Provide a timeline for implementation of the required services, including readiness to provide services upon the signing of a contract.

SECTION SEVEN: RFQ PROCESS

A. **SUBMITTAL OF APPLICATIONS**

For consideration for the Qualified Provider List, sealed applications must be received at the Human Services Agency Administration office,

Applications are to be addressed as follows:

**Legal Advocacy Assistance Services
Tuolumne County Human Services Agency
20075 Cedar Road North
Sonora, CA 95370**

Attention: Sarah Olson, Staff Services Analyst
Applicant's name and return address must also appear on the envelope.

Applications will be received only at the address shown above, and must be received and time stamped at the stated address. It is the sole responsibility of the applicant to send or deliver its applications so that it is received by the address listed. Any proposal received at a place other than the stated address, cannot be considered and **will not be accepted**. No e-mailed or facsimile proposals will be considered. The Human Services Agency time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of applications. Any applications submitted will be considered promptly for inclusion on the Qualified Provider List.

B. SUBMITTER'S QUESTIONS

Questions regarding the RFQ must be submitted exclusively in writing (email acceptable) to the County. Questions will not be accepted by telephone, facsimile (fax), or orally. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFQ to post any questions received, along with written responses, on the County website, www.tuolumnecounty.ca.gov, (click on "Bids, RFPs & RFQs" in the Business Section). **It is the responsibility of the proposers to check the County website to review the questions and responses.** Any oral responses to questions are not binding on the County.

Questions should be addressed to:

County of Tuolumne
Human Services Agency
Attn: Sarah Olson, Staff Services Analyst
20075 Cedar Road North
Sonora, CA 95370

-OR-

Email: SOlson@co.tuolumne.ca.us

C. COSTS OF DEVELOPING THE APPLICATION

All costs incurred in the preparation of an application are the responsibility of each applicant, and will not be reimbursed by the County.

D. APPLICATION TERMS AND CONDITIONS

It is the responsibility of each applicant to be familiar with all of the specifications, terms and conditions of the RFQ. By the submission of an application package, the applicant certifies that if awarded a contract, applicant will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Each applicant shall submit its application with the understanding that the application will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting an application package, each applicant certifies that all statements in this application are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Applications shall be completed, executed, and submitted in accordance with the instructions of this RFQ. If an application is not submitted in the format specified in this RFQ, it may be rejected, unless the County determines that the nonconformity is either a minor irregularity or that the defect or variation in the application is immaterial or inconsequential. The County may give the applicant an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

The County cannot accept application from any individual who is currently employed with the County of Tuolumne (California Government Code §29708).

E. SUCCESSFUL APPLICATIONS AS PART OF CONTRACT SERVICES

Applications received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

1. EVALUATION OF APPLICATIONS

The objective is to perform a thorough and fair evaluation of submitted applications and facilitate the selection of a contractor that best satisfies the County's requirements. The following describes the evaluation process and associated components.

2. **SELECTION PROCESS**

- a. The County shall name, for the purpose of evaluating the applications for this RFQ, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b. Application documentation requirements set forth in this RFQ are designed to provide guidance to applicants concerning the type of information that will be used by the Review Committee. Applicants shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. **EVALUATION CRITERIA & SCORING**

- a. The Review Committee shall be responsible for performing the evaluations of each application for conformity with the qualifications requested in this RFQ. Each member of the Committee shall rate the applicants separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the applicants. The application packages shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

Completeness of Proposal	Pass/ Fail
Qualifications	30%
References	30%
Scope of Services	40%

- b. All applicants whose application package receives a total score of 75 percent or higher will be deemed qualified by the Review Committee and placed on the County's Qualified Provider List in the order of date the successful applications were received.

4. **AWARD**

Awards will be made to all of the applicants who were determined to be qualified. The County will negotiate with the qualified applicants to develop the scope of work and contract for mutual satisfaction. Applicants will receive mailed Award/Non-Award notification(s).

Applicants are advised County reserves the following prerogatives:

- To reject any or all applications;
- To consider historic information and fact, whether gained from the applicant or any other source in the evaluation process; and
- The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the application package. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the application.

F. OTHER REQUIREMENTS

In order to contract with the County of Tuolumne, an applicant must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
 - Standard contract language of the County; and,
 - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.
- If the Contractor selected through this RFP will be a Subrecipient of federal funds, additional audit requirements will be required (e.g. a Tuolumne County Subrecipient Questionnaire, copies of audits that may have been performed, any resulting Correction Action Plans, etcetera).

G. NON-DISCRIMINATION

Non-Discrimination: The Contractor selected through this RFQ shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

H. PROTEST/APPEAL PROCESS

The following procedure is provided in the event that an applicant wishes to protest the process or appeal the recommendation to award a contract(s) for Legal Advocacy Assistances Services RFQ once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to Human Services Agency Administration Office, 20075 Cedar Road North, Sonora, CA 95370, Attention: Sarah Olson, Staff Services Analyst
- The protest/appeal must be submitted before 3:00 p.m. within ten (10) business days following the date of the Notice being challenged.

- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the applicant's sole and exclusive remedy in the event of a protest/appeal.

Applicant's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Human Services Agency Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

I. PUBLIC RECORDS ACCESS

Applicants should be aware that submitted applications are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the applicants to clearly identify information in their applications that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the applications will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

SECTION EIGHT: CONTRACT INFORMATION

A. TERM/TERMINATION

The term of the initial contract awarded under this RFQ will be for one (1) year. By mutual agreement, this contract may be extended for one year, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFQ;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon (30) days' advance, written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

B. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. INSURANCE

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.

- iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

D. HOLD HARMLESS

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

E. AUDITING REQUIREMENTS

Contractor shall adhere to all auditing and reporting requirements as set forth by the latest version of the CalOES subrecipient handbook. Auditing requirements can be found online at: <http://www.caloes.ca.gov/>

SECTION NINE: ATTACHMENTS

ATTACHMENT 1: COVER SHEET

Subject: APPLICATION FOR LEGAL ASSISTANCE SERVICES

- This application is submitted for consideration of award under the Request for Qualifications.
- I accept the terms and conditions contained in the Request for Qualifications.
- I certify that all statements in this application are true.

A. Proposal Format:

Item		YES	NO
1.	One original application marked "Original" plus 3 copies of the applications. 12 inch font is to be used.		
2.	The "original" is to be either loose-leaf or in a three (3)-ring binder, not bound.		

B. Application Package:

Item		YES	NO
1.	Cover Sheet (signed) - Use Attachment 1		
2.	Statement of Qualifications		
3.	References		
4.	Scope of Services		

AUTHORIZED SIGNATORY			
Name (Printed)			
Signature			
Date			
Address			
Phone Number		Fax	
E Mail Address			

As the Authorized Signatory, you will retain primary financial and legal responsibility for this contract, if awarded.