



REQUEST FOR PROPOSALS

**ADMINISTRATIVE OFFICE OF THE COURTS
(AOC)**

REGARDING: ADDENDUM 1

**RFP TITLE: LEGAL SERVICES PROVIDERS TO
OPERATE PILOT PROJECTS UNDER THE SARGENT
SHRIVER CIVIL COUNSEL ACT**

RFP NUMBER: CFCC 13-13-LM

PROPOSALS DUE:

~~MAY 28~~ **June 12,** 2014

NO LATER THAN 2:00 P.M. PACIFIC TIME

RFP Title: Legal Services Providers
RFP Number: CFCC 13-13-LM
Addendum 1

This Addendum 1 hereby modifies the RFP and Attachment B as follows:

1. Deletions in the RFP and Attachment B are shown in ~~strikeout font (strikeout font)~~; insertions are shown in **bold underlined font (bold underlined font)**. Paragraph numbers refer to the numbers in the original RFP.
2. The following changes are made to the RFP:

“2.0 PURPOSE FOR THIS REQUEST FOR PROPOSALS (RFP)

- 2.1 This RFP is the means for legal services providers to submit their qualifications and request selection as a pilot project legal services provider.
- 2.2 ~~It is the intention of the AOC to award one or more grant contracts for the **Initial Term** (October 1, 2014 through September 30, 2015) and 2 additional Terms: **First Option Term** (October 1, 2015 through September 30, 2016) and **Second Option Term** (October 1, 2016 through September 30, 2017), shall be exercised at the discretion of the Judicial Council in consultation with the participating project in light of the project’s capacity and success. The Second and Third Option Terms will extend the Agreement under the same terms and conditions in effect for the Initial Term. *The Cost Proposal for this RFP shall be made for all three (3) years.* The total available funding for all projects in a single 1 year Term is expected to be approximately \$8 million, funded by a \$10 fee increase on certain post-judgment court services. **The AOC intends to award one or more grant contracts for pilot projects for a three (3)-year period, October 1, 2014 through September 30, 2017. The yearly amount available for pilot projects collectively is expected to be approximately \$8 million and funded by a \$10 fee increase on certain post-judgment Court services. Grant contracts will be funded each 1-year period. The Cost Proposal for this RFP shall be made for all three (3) years.** A proposal will be used for the county for which it is proposed and not for additional counties.~~
- 2.3 Proposals must be submitted by the qualified legal services project that shall serve as the lead legal services agency and approved by the partnering superior court.”

[Remainder of page left blank intentionally]

“3.0 TIMELINE FOR THIS RFP

The AOC has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the AOC.

EVENT	DATE
RFP issued.	April 28, 2014
Deadline for questions to Solicitations@jud.ca.gov.	May 13, 2014, no later than 2:00 PM (PT)
Questions and answers posted. <i>(estimate only)</i>	May 15, 2014
Latest date and time proposal may be submitted.	May 28 June 12 , 2014, no later than 2:00 PM (PT)
Evaluation of proposals. This period includes interviews. <i>(See 10.0 Interviews) (estimate only)</i>	May 28 June 12 through June 24 July 16 , 2014
Notice of Intent to Award. <i>(estimate only)</i>	June 27 July 18 , 2014
Negotiations and execution of contract. <i>(estimate only)</i>	July 7 July 24 , 2014 through July 29 August 13 , 2014
Notice of Award. <i>(estimate only)</i>	July 31 August 15 , 2014
Contract start date. <i>(estimate only)</i>	October 1, 2014
Contract end date. <i>(estimate only)</i>	September 30, 2015”

“5.0 SUBMISSIONS OF PROPOSALS

5.1 Proposals should provide straightforward, concise information that satisfies the requirements of *Section 6, Proposal Contents*. Expensive bindings, color displays, marketing or sales materials do not add value to the evaluation process. Emphasis should be placed on conformity to the RFP’s instructions and requirements, completeness and clarity of content. The **Technical Proposal** must be double-spaced, using a standard 12-point font with at least 1-inch margins and must not exceed 25 pages. All pages must be numbered. **The length of the Technical Proposal is exclusive of any exceptions and written explanation or rationale for each exception and/or proposed change to Attachment 2, Contract Terms and Conditions, pursuant to subsection 6.1.6, below.**”

“6.0 PROPOSAL CONTENTS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

6.1 **Technical Proposal.** The following information must be included in the Technical Proposal, *which shall cover ~~the maximum three (3) one-year Terms~~ **years***. Every

effort must be made to provide detailed information for services. A proposal lacking any of the following information may be deemed non-responsive.

- 6.1.1 General information about the Proposer. Proposer's name, address, telephone and fax numbers, and federal tax identification number.
- 6.1.2 Project Narrative. The Proposer must provide a detailed description of the services to be provided.

6.1.2.1.A The proposal must identify the lead legal services agency, the Court, and all other agencies and individuals that will participate in the pilot project and the nature of their participation. It must describe how the pilot project will be administered. The proposal must specify the areas of law for which legal representation will be provided and the objectives the proposed pilot project seeks to achieve. For 2011-2014 projects, what innovations were instituted in the previous grant? Provide any information on the success and challenges of those efforts. What changes or modifications does the project propose for the second phase, if any? ~~Describe the innovations that the Court will adopt or has adopted and maintains regarding Court procedures, training, case management and administration methods, and implement best practices to ensure that eligible low income unrepresented parties in the proposed areas of law will have meaningful access to justice. Describe how the Court procedures will, for example, increase settlements, preserve Court resources and personnel, reduce inaccurate or incomplete Court papers, unnecessary continuances, and unproductive Court appearances, and guard against the involuntary waiver of rights or other loss of rights or the disposition of cases by default or without the Court receiving appropriate information to determine the case. Provide any information on the success and challenges of those efforts.~~

6.1.2.1.B Describe the innovations that the Court will adopt or has adopted and maintains regarding Court procedures, training, case management and administration methods, and implement best practices to ensure that eligible low income unrepresented parties in the proposed areas of law will have meaningful access to justice. Describe how the Court procedures will, for example, increase settlements, preserve Court resources and personnel, reduce inaccurate or incomplete Court papers, unnecessary continuances, and unproductive Court appearances, and guard against the involuntary waiver of rights or other loss of rights or the disposition of cases by default or without the Court

receiving appropriate information to determine the case. Provide any information on the success and challenges of those efforts.

- 6.1.2.2 Describe any new procedures that the Court has adopted or will adopt to encourage the parties to participate in fair and expeditious voluntary dispute resolution, consistent with the principles of judicial neutrality. Provide any information on the success and challenges associated with these efforts.
- 6.1.2.3 Provide an estimate of the proportion of the eligible population who are currently unrepresented in the proposed areas of law for which legal representation will be provided and the proportion of unrepresented persons in the proposed areas of law who face represented opponents. Explain what information was used in making these estimates.
- 6.1.2.4 Explain how the pilot project has or might eliminate or reduce the need for and cost of public social services or otherwise lead to potential public savings.
- 6.1.2.5 Provide an overview of the program's qualifications, highlighting experience providing legal representation in the areas of law for which services will be provided or other areas and the expertise and experience of staff members who will be responsible for the pilot project. Provide an overview of qualifications of all other agencies or individuals who will be providing legal representation in the pilot project.
- 6.1.2.6 Describe collaborative efforts between the lead legal services agency and the Court and between the lead legal services agency and other legal services agencies that will be participating in the pilot project. Please provide the highlights or achievements from those collaborative efforts as well as the challenges associated with those efforts.
- 6.1.2.7 Describe how many clients it is anticipated will be served by the pilot project. Please include a description of the services to be provided (e.g., full representation, limited scope representation, referral to self help or alternative dispute resolution, etc.) and the number of clients who will receive each type of service. For the 2011-2014 projects, if the numbers of clients served are different from what was initially anticipated, please explain why.

- 6.1.2.8 Describe how individuals will be referred to the pilot project for legal representation. For 2011-2014 projects, if this procedure has changed over time, please note that and explain the reasons for the change.
- 6.1.2.9 Describe the methods and criteria that will be utilized to assess cases and determine which eligible persons are provided full legal representation, which are provided limited legal representation, which are provided only advice and assistance, and which eligible persons are referred to self help or other services. Why were these methods and criteria chosen?
- 6.1.2.10 Describe how conflicts will be identified and addressed without violating attorney-client privilege when adverse parties are seeking representation and both parties are eligible for services. Describe the protocols for referring to the cooperating agency or conflicts panel when both parties are eligible for services.
- 6.1.2.11 Describe how private attorneys will be utilized in the pilot projects as pro bono counsel and/or as paid contractors and how both categories will maintain and supply information about the time devoted to representation of project clients for purposes of evaluation. How have pro bono attorneys been used to provide these services?
- 6.1.2.12 Describe how services will be provided to individuals with limited English proficiency.
- 6.1.2.13 Organization and Staffing Plan - This section of the proposal must include information regarding the Proposer's organizational structure, including the following:
- 6.1.2.13.1 A staffing schedule listing all of the following, if applicable:
- a. Classification and full-time equivalent (FTE) or part-time status for each attorney position included in the proposal (i.e., if part-time, how much of the attorney's time will be dedicated to this contract); and
 - b. Classification and FTE or part-time status of non-attorney staffing (i.e., if part-time, how much of each staff's time will be dedicated to this contract).
- 6.1.2.13.2 Proposed number of clients per full time equivalent attorney.

- 6.1.2.14 Describe the processes **that the agency and Court have** ~~you have~~ in place to ensure that neither **the agency, its** ~~you, nor~~ ~~your~~ approved subcontractors, **nor the Court** double charge personnel time or costs to different contracts.
- 6.1.2.15 Describe how attorney and support staff will be supervised to ensure the quality and adequacy of legal representation. Include a description of the mechanisms to ensure the oversight of the quality of services provided by subcontractors and pro bono attorneys.
- 6.1.2.16 Describe training, mentoring, and continuing education programs that will be offered to attorney and other staff, including contract and pro bono attorneys providing legal representation.
- 6.1.2.17 Provide information about the location(s) or planned location(s) for the pilot project. Include information about whether the location is accessible for persons with disabilities.
- 6.1.2.18 Describe the lead legal service agency's capability to participate in the evaluation of the Shriver project as required by AB590, and state the agency's commitment to cooperate with the evaluation contractor. Describe how the agency will assist the evaluation contractor with data collection, including: supplying information about the time devoted to representation of project clients, maintaining case and statistical information required for reporting purposes, facilitating access to Court records for review, facilitating access to clients for follow-up surveys or interviews, and hosting evaluator site visits. Indicate the agency's willingness to participate in an extensive site-level evaluation, including the possibility of random assignment of cases to either receive or not receive representation. For the 2011-2014 projects, describe the project's participation in the evaluation to date. The Implementation Committee will assess the agency's capability and commitment to evaluation in making recommendations to the Judicial Council regarding which proposed projects to fund.

~~[N/A] 6.1.3 Project Plan. The Proposer must provide a comprehensive, high quality and timely representation plan.~~

~~6.1.3.1 The description of the areas of law for which legal~~

~~representation will be provided and quantity and quality of services to be provided.~~

~~6.1.3.2 The extent to which proposed services provide legal representation in areas of the law in which clients are likely to be opposed by a party who is represented by counsel.~~

~~6.1.3.3 The availability and effectiveness of Court services such as self help in the geographic area where the proposed services will be provided.~~

~~6.1.3.4 The description of the lead legal service agency and how the pilot project fits into the existing structure of the agency.~~

~~6.1.3.5 Whether there is a history of collaborative efforts between the lead legal services agency and the Courts and the lead legal services agency and other legal services agencies that will be participating in the pilot project.~~

~~6.1.3.6 The innovations that the Court will adopt or continue to ensure that eligible low income unrepresented parties in the proposed areas of law will have meaningful access to justice.~~

~~6.1.3.7 The process for referring cases to the lead legal services agency and the lead legal services process for determining eligibility.~~

~~6.1.3.8 The basis for and the effectiveness of the plan for assessing cases and determining which eligible persons are provided legal representation and which are referred to self help or other services.~~

~~6.1.3.9 The lead legal services agency's process for determining and handling conflicts and its plan for referring cases to attorneys outside the lead legal services agency.~~

~~6.1.3.10 The extent to which the proposed legal representation would tend to affect whether a party prevails or otherwise obtain a significantly more favorable outcome.~~

~~6.1.3.11 The extent to which mechanisms are in place to provide adequate oversight of the quality of services provided by the Proposer and subcontractors.~~

~~6.1.3.12 The plan to supervise, support, and assist pilot project staff and contract or pro bono attorneys who provide legal representation; and,~~

~~6.1.3.13 The plan for providing training, mentoring and continuing education program for new and ongoing staff, and all contract or pro bono attorneys providing legal representation.~~

6.1.4 Project Explanation. The Proposer must provide an explanation of the role of the proposed pilot project.

6.1.4.1 In eliminating or reducing the potential need for and the cost of public social services or otherwise leading to potential public savings;

6.1.4.2 In reducing the unmet need for legal services in the geographic area to be served;

6.1.4.3 In guarding against the involuntary waiver or other loss of rights;

6.1.4.4 In reducing the risk of erroneous Court decisions;

6.1.4.5 In encouraging fair and expeditious voluntary dispute resolution;

6.1.4.6 In resulting in a more informed decision of the Court or a more favorable outcome for the client;

6.1.4.7 In addressing the needs of the Court in regards to access to justice, calendar management, and the fair and efficient administration of justice; and

6.1.4.8 In providing information about the cost effective provision of legal representation to eligible low-income clients in the specified areas of the law that can be replicated in other parts of the state.

6.1.5 Proposer's experience and ability to meet RFP deliverable requirements

6.1.5.1 An overview of the Proposer's business activities, including a description, and the duration and extent, of the Proposer's activities, which are relevant to this proposal including a description, and the duration and extent, of the Proposer's experience conducting the proposed activities.

6.1.5.2 A description of three (3) similar projects that the Proposer has completed.

6.1.5.3 Names, addresses, and telephone numbers of the clients for whom the Proposer has conduct those projects. The AOC shall check references listed by Proposer.

6.1.5.4 For each key staff member who would work on this project, describe the individual's background, training, and experience, including the individual's ability and experience in conducting similar projects.

6.1.6 Acceptance of the Terms and Conditions

6.1.6.1 Proposer must complete and submit with proposal *Attachment 3, Proposer's Acceptance of Terms and Conditions*. Proposer must complete by either indicating acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, qualification, limitation or other change.

6.1.6.2 *If exceptions identified*, the Proposer must also submit a redlined version of the Terms and Conditions, **Attachment 2, Contract Terms and Conditions** that clearly tracks proposed changes and a **the** written explanation or rationale for each exception and/or proposed change.

NOTE: A proposal that takes a material exception (addition, deletion, or other modification) to a Minimum Term will be deemed nonresponsive. The AOC, in its sole discretion, will determine what constitutes a material exception.

6.1.7 Certifications, Attachments, and other requirements

6.1.7.1 Proposer must complete and submit with proposal *Attachment 4, General Certifications Form* to certify that no interest exists that would constitute a conflict of interest under California Public Contract Code §§10365.5, 10410 or 10411; Government Code §§1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restricts employees and former employees from contracting with judicial branch entities.

6.1.7.2 Proposer must complete and submit with proposal *Attachment 5, Darfur Contracting Act Certification Form* to certify that Proposer is not a "scrutinized" company as defined in Public Contract Code §10476.

- 6.1.7.3 Proposer must complete and submit with proposal *Attachment 6, Iran Contracting Act Certification Form*. Pursuant to Public Contract Code (PCC) §2204, the *Form* is required for solicitations of goods or services of \$1,000,000 or more.
 - 6.1.7.4 Proposer must complete and submit with proposal *Attachment 7, Payee Data Record Form* or provide a copy of a form previously submitted to the AOC.
 - 6.1.7.5 If Proposer is a California corporation, limited liability company (“LLC”), limited partnership (“LP”), or limited liability partnership (“LLP”), proof that Proposer is in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer conducts or will conduct (if awarded the contract) intrastate business in California, provide proof that Proposer is qualified to do business and in good standing in California. If Proposer is a foreign corporation, LLC, LP, or LLP, and Proposer does not (and will not if awarded the contract) conduct intrastate business in California, proof that Proposer is in good standing in its home jurisdiction.
 - 6.1.7.6 Proposer must provide copies of current business licenses, professional certifications, or other credentials.
- 6.2 **Cost Proposal.** The following information must be included in the Cost Proposal. Every effort must be made to provide detailed information for charges and costs. A proposal lacking any of the following information may be deemed non-responsive.
- 6.2.1 The pricing for legal services, as defined in Attachment 2, Exhibit C, Payment Provisions.
 - 6.2.2 The Proposer shall specify the total maximum **three (3)-year** cost to the AOC ~~for the project for Terms set forth in 2.2, above.~~ Proposers must include a statement that the Cost Proposal is being submitted with a clear understanding that its proposed costs are final, without restrictive conditions that increase costs, and that its proposed costs will not be exceeded. **Proposals received without this statement will not be evaluated.**
 - 6.2.3 Project Costs.
 - 6.2.3.1 Percentage of Proposer’s costs directly applied to attorney services, and the percentage to non personnel costs;
 - 6.2.3.2 The reasonableness of proposed salaries for pilot project staff;

- 6.2.3.3 Extent to which Proposer has incorporated the use of pro bono attorneys or other volunteers into the pilot project;
- 6.2.3.4 Extent to which the proposed pilot project has created efficiencies in service delivery.
- 6.2.3.5 Extent to which Court innovations will increase settlements, preserve Court resources and personnel, reduce inaccurate or incomplete Court papers, unnecessary continuances, and unproductive Court appearances or otherwise create efficiencies in Court operations.
- 6.2.3.6 All pricing is to be submitted in an unprotected
- 6.2.3.7 Microsoft Excel format. No compressed files will be accepted. Cost should be detailed where necessary.
- 6.2.3.8 It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates. Proposers should make their best and final offer on the most favorable terms available.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in §17030 of the Business and Professions Code."

"9.0 INTERVIEWS

The AOC ~~shall~~ **may** conduct interviews with Proposers with higher initial scores to clarify aspects set forth in their proposals and to evaluate the performance of the control system software to assist in finalizing the ranking of top-ranked proposals. The AOC will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The AOC will notify eligible Proposers regarding interview arrangements."

3. The following changes are made to Attachment 2, Exhibit B, Special Provisions:

"2. DEFINITIONS

~~X.~~ "Term" comprises the Initial Term, First Option Term, and Second Option Term.

Y. **"Year" will describe each 12-month period of the Agreement, defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract. "Year" shall be defined to include First Year, Second Year and Third Year, as required by the Contract."**

“23. AGREEMENT TERM AND OPTIONS TO RENEW YEARS

- A. The ~~Initial Term~~ **First Year** of the Agreement shall ~~commence on~~ **be October 1, 2014** and expire on **through September 30, 2015**. Thereafter, the AOC, in its sole discretion, has the option to extend the term of the Agreement for four ~~two (4 2)~~ additional periods on the same terms and conditions applicable during the ~~Initial Term~~, as defined below:
~~First Option Term:~~ **The Second Year shall be** October 1, 2015 **through** September 30, 2016 **and the Third Year shall be** ~~Second Option Term:~~ October 1, 2016 through September 30, 2017.”
- B. ~~In the event the AOC elects to exercise the option to extend the Agreement as set forth in this provision, the expiration date of the Agreement shall become the ending date of the Term exercised.”~~

4. The following changes are made to Attachment 2, Exhibit C, Payment Provisions:

“1. CONTRACT AMOUNT

For performing the Work of this Agreement in the ~~Initial Term~~, **First Year**, as set forth in *Attachment 2 Contract Terms, Exhibit D - Work to be Performed*, the AOC shall compensate the Contractor at the not to exceed the amounts per Completion Criteria and Milestones, at the not to exceed amounts set forth in Table 1, below.”

“2. ANNUAL MAXIMUM COMPENSATION PER TERM YEAR

Payment for each ~~Term~~ **Year** of the Agreement shall be in accordance with Table 1, below.

Table 1. Annual Maximum Compensation

<u>Term Year</u>	Fiscal Year	Not to Exceed for Legal Services	Not to Exceed Allowable Expenses	Amount	Invoices Due By
October 1, 2014 – September 30, 2015	2014-2015	[TBD]	[TBD]	[TBD]	April 30, 2017
October 1, 2015 – September 30, 2016	2015-2016	[TBD]	[TBD]	[TBD]	April 30, 2018
October 1, 2016 – September 30, 2017	2016-2017	[TBD]	[TBD]	[TBD]	April 30, 2019

- i. Not-to-exceed Legal Services includes all expenses specified in the Blended Hourly Rate, as defined, below in Section 3.A, Legal Services.
- ii. Not-to-exceed Allowable Expenses includes all non-labor, as defined below in Section 3.B, Allowable Expenses.”

“3. COMPENSATION

- A. Legal Services.** Contractor shall bill separately for the Blended Hourly Rate per ~~Term~~ Year specified in Table 2 below, for each attorney hour of legal service that Contractor performs on behalf of Project, which includes:
- i. Full and limited scope representation, self help legal assistance, legal education, training, coordinating with partner providers and the courts, participating in evaluation activities, and necessary administrative tasks for the project.

Table 2. Compensation for Legal Services Per ~~Term~~ Year

Term <u>Year</u>	Not To Exceed Blended Hourly Rate
October 1, 2014 – September 30, 2015	\$(TBD) per hour per (TBD) attorney
October 1, 2015 – September 30, 2016	\$(TBD) per hour per (TBD) attorney
October 1, 2016 – September 30, 2017	\$(TBD) per hour per (TBD) attorney

- ii. The Blended Hourly Rate per attorney set forth above includes the following expenses in support of the Project: paralegals, other staff, employee benefits, space, equipment rental and maintenance, supplies, printing and postage, telecommunications, travel, training, library, insurance, audit, evaluation, and all other overhead costs.
- iii. The parties agree that the Work will require a minimum of (TBD) hours per Attorney for the Lead Agency per ~~Term~~ Year

- B. Allowable Expenses.** The Contractor shall bill separately the following Allowable Expenses:
- i. Allowable expenses are limited to capital additions (e.g. furniture and equipment), contract services to clients; contract services to program, and contract services with partners per ~~Term~~ Year. This fee shall be identified herein as the fee for “Allowable Expenses.”

Table 3. Compensation for Allowable Expenses

Term <u>Year</u>	Not To Exceed per Term <u>Year</u> for Allowable Expenses
October 1, 2014 – September 30, 2015	\$(TBD)
October 1, 2015 – September 30, 2016	\$(TBD)
October 1, 2016 – September 30, 2017	\$(TBD)”

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“5. AVAILABILITY OF FUNDS

The AOC’s funding comes from the AOC and is subject to annual budget appropriations. If the AOC reduces the AOC’s funding, the AOC may not be able to pay Contractor. The AOC will notify Contractor in writing if funds become unavailable or limited during the ~~Term~~ **Year**. The AOC will pay any previously due and unpaid amounts upon approval and adoption of the State budget.”

5. The following changes are made to Attachment 2, Exhibit D, Work to be Performed:

“2. STATEMENT OF THE WORK

The Contractor will provide legal services as a legal services provider for the Superior Court under the Sargent Shriver Civil Counsel Act for the ~~Initial Term~~ **First Year** beginning **October 1, 2014** and ending **September 30, 2015**.

[TBD] Based on approved SOW”

END OF ADDENDUM 1