



REQUEST FOR STATEMENT OF QUALIFICATIONS

TO PROVIDE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF NEVADA

WITH

DEPENDENCY COUNSEL SERVICES

RFSQ NUMBER SP-2015-0037

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DISCLAIMER

The Superior Court of California, County of Los Angeles assumes absolutely no liability or responsibility of any type or any fashion related to this solicitation or any courts, or any other government agencies, use of any resulting Agreement, or such court's/agency's business relationship with Contractor.

1.0 INTRODUCTION

The Superior Court of California, County of Nevada (“Court”) has released this Request for Statement of Qualifications (“RFSQ”) to select and retain qualified Contractors to provide Dependency Counsel Services for minors and parents appearing in Dependency Court. This RFSQ is the means for attorneys or law firms to submit their qualifications for consideration by the Court’s evaluation committee.

Interested and qualified attorneys or law firms who can demonstrate their ability to meet or exceed the minimum requirements of this RFSQ and to successfully provide the Services described in this RFSQ are invited to submit a Statement of Qualification (SOQ). SOQs shall be submitted in accordance with the requirements set forth in this document.

A contract will be awarded to the Applicants who meet or exceed the minimum mandatory requirements and who submit the highest scored SOQs. All materials submitted shall become a part of the SOQ, and may be incorporated in a subsequent Agreement between the Court and the selected Contractors.

The use of the term “Applicant” in this RFSQ shall be considered synonymous with the term “Contractor”. The use of the term “Agreement” in this RFSQ shall be considered synonymous with the term “contract”.

2.0 SCOPE OF WORK AND COMPENSATION

The Court seeks to retain three (3) attorneys or law firms to provide Dependency Counsel Services at a fix contract rate.

The selected Contractors will be assigned to serve as minor and parent counsel. The Court averages annual caseload of 130 cases, which will be divided and assigned approximately equally to each of the selected Contractors. In each case in which Contractor is appointed by the Court, Contractor shall render to his or her client all professional legal services reasonably and legally required from the time of appointment to, and including, a final adjudication or disposition the case, or until relieved as counsel by the Court, whichever occurs first. Contractor responsibilities and obligations are set forth in greater detail in the attached Statement of Work.

The total annual contract sum for each of the three (3) contracts awarded to the selected Contractors shall not exceed \$60,000.00. Contractor shall provide all services in assigned cases and will be compensated monthly at a rate of \$5,000.00 on receipt of a correct invoice.

3.0 PERIOD OF PERFORMANCE

The Court will be contracting for an initial term of one (1) year, with three (3) optional successive one-year annual renewals.

4.0 RFSQ TIME-LINE

The Court has developed the following list of key events related to this RFSQ. All dates are subject to change at the discretion of the Court. Changes will be posted on BidSync.

RFSQ Issued.....	12/22/15
Deadline for Questions	01/08/2016 12:00 p.m. (PST)
SOQ Due Date	01/12/2016 12:00 p.m. (PST)
Evaluation of SOQs (<i>estimate only</i>)	01/13/2016 –01/20/2016
Interviews (<i>estimate only</i>)	01/13/2016 –01/20/2016
Notice of Intent to Award (<i>estimate only</i>).....	01/21/2016

5.0 RFSQ ATTACHMENTS

5.1 Statement of Work

Describes in detail the specific services for which SOQs are being solicited. Once Contractors have been selected, the Statement of Work will become part of the final Agreements.

5.2 Administrative Rules Governing RFSQs

These rules govern this solicitation and should be read carefully by Applicant.

5.3 Sample Agreement

Applicants are encouraged to carefully review the Sample Agreement. Please note that the Sample Agreement language is subject to change, that not all clauses shown may be used in any resultant Agreement, and that other Agreement provisions, which do not currently appear, may be included in any resultant Agreement. Applicants are not required to sign the Sample Agreement at this time. The Contractors selected to provide services as a result of this RFSQ process will be required to sign the final version of the Agreement upon completion of the negotiation process.

5.4 Disabled Veteran’s Business Enterprise Forms (If Applicable)

Complete the DVBE Declaration and the Bidder Declaration **only if** Applicant will claim the Disabled Veteran’s Business Enterprise (“DVBE”) preference associated with this solicitation. Please review the instructions before completing these forms. If Applicant submits incomplete or inaccurate information, it will not receive the DVBE preference.

5.5 Required Forms

All forms listed below must be completed and submitted electronically on BidSync. The completed forms will become part of Applicant's SOQ.

- Acknowledgement Form
- Bidder Certification
- Qualifications & Organization Questionnaire
- Acceptance of Terms and Conditions of Sample Agreement
- Darfur Contracting Act Certification

5.6 Statement of Consent to Electronic Service Form

Applicant must sign and submit with Applicant's SOQ.

6.0 MINIMUM MANDATORY REQUIREMENTS

SOQs submitted shall fulfill the Court's established minimum mandatory requirements in order to be considered for further review and evaluation. Failure to comply in any one of the minimum mandatory requirements may be cause for disqualifying a SOQ from further consideration.

6.1 SOQ Submission Deadline

SOQ must be received on or before the SOQ due date.

6.2 Cover Letter

SOQ must include a cover letter, as described in Section 7.0 of this RFSQ.

6.3 Qualifications and Experience

6.3.1 Membership in the State Bar of California for a minimum of three (3) years in good standing; and

6.3.2 Applicant must meet the minimum education, training and experience requirements as set forth in California Rules of Court, rule 5.660 and Local Rules of Court for Superior Court of California, County of Nevada, rule 6.00 et seq. Applicants are encouraged to carefully review the cited legal authority before submitting a SOQ.

6.4 Professional References

Applicant shall provide a minimum of three (3) references of clients for whom Applicant has conducted similar services, as described in the Statement of Work of this RFSQ.

6.5 Statement of Consent to Electronic Service

Applicant shall consent to electronic service of all pleadings and discovery by electronic means, including, but not limited to, email.

6.6 Insurance

Selected Contractor agrees to procure, maintain, and provide to the Court proof of insurance coverage for all the programs of insurance in the amounts specified in Section 25.0 (Insurance) of the Sample Agreement.

6.7 Business License and Certification

Applicant must submit copies of any current business licenses, professional licenses, certificates or other credentials required by the nature of the contract work to be performed by Applicant.

6.8 Required Forms

Applicant must complete and submit all Required Forms.

7.0 STATEMENT OF QUALIFICATIONS

In preparing its SOQ, Applicant should do so in its own words and take care not to simply copy the language in the RFSQ. Care should also be taken to ensure that the SOQ responds completely and thoroughly to all of the requirements set forth in this RFSQ. The objective of the SOQ submission is for the Court to ascertain Applicant's ability to provide or exceed the required service levels. In addition, specific information is requested from all Applicants to ensure that the SOQs can be fairly compared in a standard manner. Only that information which is contained in the SOQ will be evaluated. Incomplete or inaccurate information will result in disqualification of Applicant.

IMPORTANT: SOQS MUST BE SUBMITTED IN THE FORMAT DESCRIBED BELOW, BOTH AS TO SEQUENCE AND CONTENT. FAILURE TO COMPLY WITH THESE PROVISIONS MAY, IN THE COURT'S SOLE DISCRETION, RESULT IN DISQUALIFICATION OF THE SOQ.

7.1 Cover Letter

The SOQ must start with a cover letter on Applicant's stationery addressed to **G. Sean Metroka**. A corporate officer or person who is authorized to represent Applicant must sign this letter on behalf of Applicant. The letter must include the following:

- 7.1.1 The name, title, address, telephone number, e-mail address and facsimile number of person(s) authorized to make representations for Applicant during negotiations and commit Applicant to a contract;
- 7.1.2 A statement that confirms Applicant is registered to do business in California and provide its corporate charter number;
- 7.1.3 A statement that confirms Applicant is licensed to practice law in the State of California, include State Bar License number and date that Applicant was admitted to the State Bar of California; and
- 7.1.4 Applicant's Federal Tax Identification Number.

7.2 Qualifications and Experience

Applicant must provide relevant background information to demonstrate that Applicant meets the minimum qualifications stated in Subsection 6.3 and has the capability to perform the required services, including the following information:

- 7.2.1 Describe how you comply with the minimum requirement of membership in the State Bar of California for a minimum of three (3) years in good standing;
- 7.2.2 Describe how you comply with the additional education, training and experience requirements set forth in California Rules of Court, rule 5.660 and Local Rules of Court for Superior Court of California, County of Nevada, rule 6.00 et seq.; and
- 7.2.3 Describe any other relevant professional experience not already indicated, including dates.

7.3 Curriculum Vitae / Resume

Applicant must attach a copy of Curriculum Vitae or Resume. This should include any experience relevant to the type of services being requested.

7.4 Professional References

Provide a list of a minimum of three (3) attorney references who are familiar with Applicant's work. Please include name, title, address, telephone number and e-mail of reference.

7.5 Statement of Consent to Electronic Service

Applicant must sign the provided Statement of Consent to Electronic Service and submit with Applicant's SOQ.

7.6 Insurance

Attest that Applicant complies with the Indemnification and Insurance requirements of Section 32.0 (Indemnification by Contractor) and Section 25.0 (Insurance) of the Sample Agreement. Include proof of current insurance for other contracts. ACORD Certificate of Liability Insurance is preferred. If required levels of insurance are not in place, a letter from Applicant's insurance broker stating that the required amounts will be provided should a contract be awarded is acceptable. If a contract is awarded, an insurance certificate specifically endorsing the Court will be required prior to start of work.

7.7 Business License and Certification

Applicant must submit copies of all business or professional licenses or certificates required by the nature of the services to be performed and held by Applicant (i.e. California State Board of Equalization Seller's Permit and Business License).

7.8 Required Forms

Applicant shall complete and submit on all Required Forms where indicated on BidSync.

8.0 EVALUATION CRITERIA

- 8.1 At the time SOQs are opened, each SOQ will be checked for the presence or absence of the required contents.
- 8.2 SOQs will be evaluated by the Evaluation Committee using the criteria set forth in the table below. The total maximum allowable points will be 100 points. Award, if made, will be to the **highest-scored SOQs**.
- 8.3 If a contract will be awarded, the Court will post an Intent to Award Notification on BidSync and at

www.nevadacountycourts.com

EVALUATION CRITERIA	Maximum Points
Experience and Capability	60
Curriculum Vitae or Resume	10
Statement of Consent	5
Format of SOQ The SOQ includes Cover Letter and all information requested in Section 7.0 and the order of information presented in the SOQ follows the order outlined in Section 7.0.	10
Acceptance of Terms and Conditions (As set forth in the Required Form entitled “Acceptance of Terms and Conditions of Sample Agreement”)	15
TOTAL MAXIMUM ALLOWABLE POINTS	100

9.0 INTERVIEWS

- 9.1 The Court may conduct interviews with Applicants to clarify aspects set forth in their SOQs or to assist in finalizing the ranking of top-ranked SOQ.
- 9.2 The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court’s offices.
- 9.3 The Court will not reimburse Applicants for any costs incurred in traveling to or from the interview location. The Court will notify eligible Applicants regarding interview arrangements.

10.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of Applicant to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the SOQ due date. The deadline for the Court to receive an award protest is five (5) court days after the Court posts the intent to award. If the Court receives a timely award protest, the protester will have five (5) calendar days after the Court receives the protest to submit the required information. Protests should be sent to:

Kristin Eriksson, Contracts Administrator
Superior Court of California
County of Los Angeles
Purchasing / Contracts Administration
111 North Hill Street, Room 425B
Los Angeles, California 90012
KEriksson@lacourt.org

RFSQ Title: Dependency Counsel Services
RFSQ Number: SP-2015-0037

Any written protest or objection received by the Court after five (5) court days shall not be considered and the Court's decision to recommend the award of the Agreement to the successful Applicant shall be upheld.

THE COURT SHALL TAKE NO RESPONSIBILITY WHATSOEVER FOR THE RECEIPT OR HANDLING OF ANY PROTEST OR OBJECTION WHICH IS NOT RECEIVED BY THE PERSON INDICATED ABOVE BY THE STATED DEADLINE.