



Request for Proposal For Legal Services

Response to Questions and Comments

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1. **RFP Section:** VI.B.5.b, Page 10

Original RFP Language: “Number of years the Proposer has been in business under the present business name, as well as related prior business names.”

Potential Proposer Question/Comment: This Proposal requirement seems to place at a disadvantage a Proposer who did not previously do business under a business name, but would be forming an entity or establishing a business name for the purpose of providing services under this Agreement, in which case the number of years in business under the current name would be zero. Such a Proposer may be coming from the public sector where they provided the proposed services but not under a “business name” or from a firm where services were provided under the firm name but not the employee’s name or business name.

Revised RFP Language: “Number of years the Proposer has been in business under the present business name, related prior business names, and/or employed by other entities and providing services similar to the proposed services.”

2. **RFP Section:** VI.B.7, Page 10

Original RFP Language: “If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business’ current financial status.”

Potential Proposer Question/Comment: This Proposal requirement seems to place at a disadvantage a Proposer who is a new sole proprietorship formed for the purpose of providing legal services under this Agreement because they would not yet have filed a Schedule C. This provision could exclude Proposers who are leaving the public sector or firm employment to bid on this RFP.

Revised RFP Language: “If the business is a sole proprietorship and has filed a federal tax return in that capacity in the previous tax year, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information contained in Schedule C accurately reflects the business’ current financial status.”

3. **RFP Section:** VI.B.11, Page 11

Original RFP Language: “Submit evidence of ability to insure as stated in Section V, Paragraph B - Indemnification and Insurance Requirements.”

Potential Proposer Question/Comment: Assuming this language is meant to refer to Section X, Paragraph B, that Paragraph provides that “the Contractor shall furnish Certificates of Insurance to CalACES’ Executive Director evidencing the insurance coverage at the time the contract is executed.” It does not mention “evidence of ability to insure,” the submission of which would appear to be at the time of Proposal submission.

What documentation at the time of Proposal submission would constitute evidence of ability to insure?

Response: No changes recommended. Proposer may submit any available documentation.

4. **RFP Section:** VI.B.12, Page 11

Original RFP Language: “Provide five (5) references from other agencies that you have established a contract with on a project of this nature for Option A and/or Option B, of same or similar size as CalACES.”

Potential Proposer Question/Comment: This Proposal requirement seems to place at a disadvantage a Proposer who had provided the proposed services in the public sector to projects of a similar size and nature as CalACES, but not under a “contract,” or had provided the services as an employee of a firm where the firm, and not the employee, had established the contract.

Revised RFP Language: “Provide five (5) references from other agencies or entities for whom you have worked on a project of this nature for Option A and/or Option B, of same or similar size as CalACES.”

5. **RFP Section:** X.A.9(b)-(c), Page 16

Original RFP Language: “(b) comply with the policies, procedures, and rules of CalACES regarding safety and health and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of CalACES;”

Potential Proposer Question/Comment: Prior to execution of the Agreement, will you be publishing or providing to the successful Proposer a copy of the referenced CalACES policies, procedures, rules, standards, practices, processes, and controls?

Proposed Language Revision: None

Response: Unless CalACES has adopted a specific policy, CalACES has designated San Bernardino County as its operating mode, and relies on the policies and procedures established by San Bernardino County. Some of the policies may be found at that County’s website at:

<https://cms.sbcounty.gov/hr/ComplianceEthics/ComplianceEthicsHome.aspx>

6. **RFP Section:** X.A.13.c.4, Page 18, and Attachment 1–Sample Standard Services Agreement, Paragraph 11.d, Page 42

Original RFP Language: “The ‘local area’ is defined as any place within fifty (50) miles of any Contractor’s office and the CalACES offices in Rancho Cordova and Los Angeles, CA.”

Potential Proposer Question/Comment: Would travel between the Rancho Cordova office and the Los Angeles Office be considered “out of local area travel” such that those travel costs and expenses would be reimbursable per Section X.A.13.b.3?

Proposed Language Revision: None

Response: Yes, the ‘local area’ is defined as any place within fifty (50) miles of either of Contractor’s office; so “out of local area travel” from LA to Rancho Cordova would be reimbursed, and vice versa, travel from Rancho Cordova to LA would be reimbursed.

7. **RFP Section:** X.B.1, Page 22, and Attachment 1–Sample Standard Services Agreement, Paragraph 15.a, Page 43

Original RFP Language: “Contractor agrees to indemnify, defend (with counsel reasonably approved by CalACES) and hold harmless CalACES and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CalACES on account of any claim except where such indemnification is prohibited by law.”

Potential Proposer Question/Comment: This clause, particularly the part reading, “from any cause whatsoever, including the acts, errors or omissions of any person” would expose Contractor to unforeseeable, uncontrollable, and unquantifiable indemnity and defense costs if CalACES were to be sued by “any person” for “any cause,” and those causes or persons had no relationship to an act or omission of Contractor or those under Contractor’s control. This clause may make obtaining professional and general liability insurance impossible or extremely expensive.

Response: No change to standard RFP terms; Proposer can add this as an Exception to the RFP response.

8. **RFP Section:** X.A.31, Page 21, and Attachment 1–Sample Standard Services Agreement, Paragraph 5, Page 40

Original RFP Language: Section X.A.31, “CalACES for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day’s written notice.” Attachment 1, Paragraph 5, “CalACES reserves the right in its sole discretion to terminate this Contract at any time CalACES Executive Director deems necessary or advisable upon ten (10) calendar days notice to the Attorneys.”

Potential Proposer Question/Comment: These two sections contain different notice periods if CalACES terminates for convenience. In addition, in Attachment 1, if Attorney terminates for convenience, Attorney must provide thirty (30) calendar days notice to CalACES. I would propose that both CalACES and Contractor/Attorney have the same notice period for a discretionary termination and that Attachment 1 be revised to match the notice period in RFP Section X.A.31.

Response: No change to standard RFP terms; Proposer can add this as an Exception to the RFP response.

9. **RFP Section:** X.D.4.a,b,c,d, Page 27

Original RFP Language: “In the event of a non-cured breach, CalACES may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement.

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CalACES; and/or
- b. Withhold funds pending duration of the breach; and/or
- c. Offset against any monies billed by Contractor but yet unpaid by CalACES; and/or
- d. Terminate this Agreement immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, CalACES may proceed with the work in any manner deemed proper by CalACES. The cost to CalACES shall be deducted from any sum due to the Contractor under this Agreement and the balance, if any, shall be paid by the Contractor upon demand.”

Potential Proposer Question/Comment: Is this clause intended to mean “any consideration” or any consideration except consideration for services already provided that are not related to the breach?

Response: No change to standard RFP terms; Proposer can add this as an Exception to the RFP response.

10. **RFP Section:** V.B.1., Page 8 and RFP Attachment F Page 35.

Original RFP Language: “CalACES is seeking a “qualified attorney” to provide General Counsel legal services. In the last sentence of that same paragraph it reads that the workload for these services will be approximately 40 hours/week.”

Potential Proposer Question/Comment: RFP Attachment F asks for monthly costs with a breakdown for various staff positions.

This could be read that General Counsel legal services is composed of all staff hours and should be included within the 40 hours/week estimate. Is the proposer to understand that all of the staff position hours combined will total the anticipated 40 hours/week or that the 40 hours would be for the primary attorney(s) time, and paralegal and secretarial hours would be in addition to the general counsel attorney hours of 40/week?

Response: No change to standard RFP terms. The 40 hours would be for the primary attorney(s) time, and paralegal and secretarial hours would be in addition to the general counsel attorney hours of 40/week.