



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200
DUANE P LEIB, DIRECTOR

**REQUEST FOR PROPOSAL PS- #925
LEGAL SERVICES FOR
SAN LUIS OBISPO COUNTY CIVIL SERVICE COMMISSION**

June 12, 2006

The County of San Luis Obispo is currently soliciting proposals for Legal Services for San Luis Obispo County Civil Service Commission.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

The Civil Service Commission of San Luis Obispo County is requesting proposals from law firms interested in providing legal services to the Commission at grievance and disciplinary hearings held pursuant to the authority vested in the Commission by County Code 2.40, (<http://services.sloclerkrecorder.org/countycode.cfm>), and for other matters where County Counsel has declared a conflict.

Potential service providers may address the project and submit a proposal as a consortium or association of attorneys.

If your firm is interested and qualified, please submit nine [9] copies of your proposal by 5:00 p.m. on Friday, July 7, 2006 to:

County of San Luis Obispo
Jack Markey, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Richard Greek at (805) 781-5959.

JACK MARKEY
Supervising Buyer - Central Services Division
jmarkey@co.slo.ca.us

TO: ALL PROSPECTIVE PROPOSERS
SUBJECT: LOCAL PROPOSERS PREFERENCE

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate RFP's (Request For Proposals) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

Background Information

In connection with its primary duty as legal advisor to the County of San Luis Obispo, acting through its Board of Supervisors, the County Counsel advises and represents numerous county agencies, departments and commissions. In this capacity, the County Counsel has acted as legal advisor to the Civil Service Commission of San Luis Obispo County since its creation in 1949.¹ As legal advisor, County Counsel attends all legislative and quasi-judicial proceedings of the Commission. Legislative matters are considered by the Commission at its regularly scheduled meetings, which occur usually on the fourth Wednesday of each month. In addition to these meetings, the Commission frequently holds hearings of employee grievances and appeals, where it acts in a quasi-judicial capacity. Appeal matters primarily involve due process hearings of disciplinary action taken by an appointing authority (department head) against an employee. Historically, the department heads named as respondents in these matters represented themselves before the Commission, except in cases where the employee retained an attorney to represent the employee before the Commission. In this latter instance, the County would contract with private counsel to represent the department head.

Due to increasing requests for legal representation of department heads in quasi-judicial proceedings before the Commission, the County has determined it expedient for County Counsel to provide representation to department heads in certain quasi-judicial proceedings before the Commission. For this reason, the Civil Service Commission is requesting proposals from a law firm or a consortium of attorneys (hereafter referred to as "the Provider") interested in providing legal services on a contractual basis to the Civil Service Commission in certain quasi-judicial proceedings wherein County Counsel will be appearing before it as counsel for a particular department or agency.

Providers who bid the contract are requested to submit proposals on both a per hour basis and an annual flat rate basis. The service hours required for the proposed contract are not known with certainty, but may average from 20 hours to 60 hours per month. These hours would involve time spent in attendance at pre-hearing conferences with the parties and Personnel/Human Resources Department staff, attendance at Commission hearings, consultation with Commissioners, and drafting the Commission's written decisions, which are subject to review by the Superior Court under Code of Civil Procedure section 1085, et seq. Provider will also be expected to provide representation in any mandamus action where the Commission is a party.

¹ The Office of County Counsel was established in 1978. Prior to that time the duties of County Counsel were performed by the District Attorney's Office, which maintained a civil division that advised and represented the Board of Supervisors.

Proposals will be reviewed by the Commission and approval of a proposal will be made by the Commission in consultation with the Personnel/Human Resources Department and County Counsel after all proposals have been submitted in accordance with the designated deadline. Notification of the award of the contract will be made on or before September 1, 2006. Provided the Board of Supervisors approves the contract cost for services, the Commission has discretion to award the contract to any provider whose proposal meets the needs of the Commission, irrespective of the contract bid amounts. In making its determination, the Commission may not necessarily award the contract to the lowest bidder, but will also consider the availability and accessibility of legal services to be provided, and the specific experience and expertise of the providers.

General Guidelines and Contents of Proposals

In addition to the provisions contained in Attachment A hereto, proposals for the provisions of a contract for special services to provide legal advice and representation to the Civil Service Commission should include the following:

1. A description of the total legal staff who would be engaged in performing contract services for the Commission, including the names and addresses of all attorneys and other professional staff, and statements of their qualifications. With respect to the qualifications of attorney staff, Providers are advised to provide the following information: (1) a list of any public agencies, boards, or commissions that the attorney has represented or advised, and for what length of time; (2) knowledge of, experience or expertise in employment law, including specifically, public employment law or merit system principles; (3) knowledge of, experience, or expertise in the provisions of the Ralph M. Brown Act; (4) knowledge of, experience, or expertise in administrative mandamus actions; (5) membership in any particular section of the local or state bar; and (6) any specific courses or training in employment law, or any other legal course work or training that provider deems relevant to the services to be provided.
2. The location of the offices to be used in providing the contractual services.
3. Both the total annual and per hour compensation being proposed to provide the services requested in this proposal.
4. A statement of the ability of the person(s) submitting the proposal to commence providing legal services on or about September 1, 2006.
5. Applicants must respond to the attached specifications and file nine (9) copies of their proposal to the County of San Luis Obispo, Jack Markey-Supervising Buyer, Central Services, 1087 Santa Rosa Street, San Luis Obispo, CA 93408 on or before July 7, 2006 at 5:00 p.m. No proposals will be accepted after that date and time.

**LEGAL SERVICES FOR
SAN LUIS OBISPO COUNTY CIVIL SERVICE COMMISSION**

6. The Commission will review all proposals submitted by interested firms or consortiums of attorneys and shall, after consultation with the County Counsel and the Secretary of the Commission, decide which proposals qualify under the provisions contained herein and which proposals contain bid amounts which are reasonable compensation for the services to be performed as described in this request for proposals. Subject to approval of the Board of Supervisors with respect to the contract costs, the Commission may award a contract to perform legal services to one of the firms or consortiums of attorneys which has presented a qualified proposal; provided, however, that the Commission reserves the right to accept or reject any or all proposals submitted for any reason whatsoever, not otherwise prohibited by law.

ATTACHMENT A

**SPECIFICATIONS FOR PROPOSALS TO PROVIDE
LEGAL SERVICES TO THE CIVIL SERVICE COMMISSION
OF SAN LUIS OBISPO COUNTY**

1. When requested, Provider shall attend all pre-hearing conferences and all hearings of the Commission and shall represent the Commission in any matter wherein County Counsel has a conflict-of-interest, including but not limited to mandamus actions wherein the Commission is a named party. Provider shall be familiar with the County of San Luis Obispo Civil Service Rules, Ordinances, and Procedural Guidelines (available on-line, <http://www.slocounty.ca.gov/hr/csc.htm> or a copy of which is available through the County Personnel/Human Resources Department). Provider will be expected to rule on evidentiary objections, and shall be required to provide written decisions in a timely manner.
2. Provider acknowledges and understands that the Civil Service Commission is a quasi-independent body and therefore the attorney-client relationship exists only between the Commission and Provider, not between the County of San Luis Obispo and Provider. Provider shall therefore keep confidential all communications between the Commission, or any individual Commissioner acting in his or her official capacity.
3. Upon termination of the contract, Provider shall continue to provide services for any hearing or mandamus action for which Provider has already commenced services until such time as the Commission notifies Provider that services are no longer needed. Provider shall be paid for such services in accordance with the amount proposed by the successful firm or consortium of attorneys.
4. Provider shall submit to the Secretary of the Commission, on a monthly basis, a report showing the number of hours of attorney time spent during the preceding month on each grievance or appeal hearing, which shall include a break down of actual time spent attending any pre-hearing conferences, hearings, conducting any necessary research, and in preparing the Commission's decisions.
5. The County will pay for the legal services described herein, in accordance with the amount proposed by the successful firm or consortium of attorneys. Said payments will be paid by the County within 15 days after receipt of the service hours reported, as described in paragraph 4, above.
6. The firm or consortium of attorneys performing the duties required herein may engage in the private practice of law during the term of the contract.
7. Provider shall at all times during the term of the contract be available to perform the duties required herein. Provider shall not subcontract out the services required to be performed pursuant to said contract.

8. The contract for legal services may be terminated by the Commission or Provider for convenience upon 60 days advance written notice, and may be terminated by the Commission for cause upon 10 days written notice, subject to the provisions of paragraph 3, above.
9. The term of the contract for legal services will be for a period, commencing on or before September 1, 2006 and ending on July 1, 2007, subject to the provisions of paragraph 8, above. The contract will renew automatically each year thereafter, unless terminated by the Commission or Provider in accordance with the provisions of paragraph 3, above.
10. Provider, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include Commissioners acting in their official capacity and any officers, employees, volunteers and agents of the County of San Luis Obispo, individually or collectively.

a. Minimum Scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. Workers' Compensation and Employers' Liability Insurance Policy ("WC/EL")

This policy shall include at least the following coverages and policy limits:

- a.) Workers' Compensation insurance as required by the laws of the State of California; and
- b.) Employer's Liability Insurance Coverage B with coverage amount not less than One Million (\$1,000,000) dollars each accident/bodily injury (herein "BI"); One Million (\$1,000,000) dollars policy limit BI by disease; and, One Million (\$1,000,000) dollars each employee BI disease.

2. Professional Liability Insurance Policy ("PI")

This policy shall cover damages, liabilities, and costs incurred as a result of Provider's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents

**LEGAL SERVICES FOR
SAN LUIS OBISPO COUNTY CIVIL SERVICE COMMISSION**

which occur during the performance of this Contract). Provider shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

b. Deductibles and Self-insurance Retentions

Any deductibles or self-insured retentions that apply to any of the insurance policies referred to above shall be declared in writing by Provider and approved by the County before work is begun pursuant to this Contract. At the option of the County, Provider shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, or defense expenses.

c. Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the insurance policies indicated in parentheses below:

1. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (PL);
2. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth in the "Notice" provision of this Contract (WC/EL & PL);
3. Provider and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Contract; and
4. Deductibles and self-insured retentions must be declared (All Policies).

d. Absence of Insurance Coverage

County may direct Provider to immediately cease all activities with respect to this Contract if it determines that Provider fails to carry, in full force and effect, all insurance policies with coverage at or above the limits specified in this Contract. Any delay or expense caused due to stopping of work and change of insurance shall be considered Provider's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Provider.

**LEGAL SERVICES FOR
SAN LUIS OBISPO COUNTY CIVIL SERVICE COMMISSION**

e. Proof of Insurance Coverage and Coverage Verification

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, Provider, or each of Provider's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Provider shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

The Personnel/Human Resources Director
The Personnel/Human Resources Department
County Government Center, Room D-250
1055 Monterey Street
San Luis Obispo, CA 93408

11. Provider shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, Provider fees, liabilities or other losses that may be asserted by any person or entity, including Provider, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Provider, or its agents, employees, or other independent Providers directly responsible to Provider, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Violation of civil rights.
6. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Provider is not an independent Provider.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.