



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- #949  
VULNERABLE POPULATIONS ADVOCACY AND LEGAL SERVICES**

March 26, 2007

The County of San Luis Obispo is currently soliciting proposals for professional services for Vulnerable Populations Advocacy and Legal Services.

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.

If your firm is interested and qualified, please submit five [5] copies of your proposal by 5:00 p.m. on April 23, 2007 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 Trish Avery Caldwell at (805) 781-1831.

JACK MARKEY  
Supervising Buyer - Central Services Division  
[jmarkey@co.slo.ca.us](mailto: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: \_\_\_\_\_

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of five, (5) copies must be received by mail, recognized carrier, or hand delivered no later than 5:00 p.m. on April 23, 2007. Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County  
Department of General Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Jack Markey  
Telephone: 805-781-5200
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

## **PROPOSAL FORMAT**

A qualifying proposal must address all of the following points:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
  - a. Propose total fixed fees to complete project as described under Project Scope.
  - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

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- c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
- d. Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, 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 obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant 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. Furnishing of defective or dangerous products.
- 6. Premises liability.
- 7. Strict Liability.
- 8. Violation of civil rights.
- 9. 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 Consultant is not an independent contractor.

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.

## 1. INTRODUCTION

### 1.1 Background

The County Department of Social Services (DSS) provides services to families and individuals in the community who need support to become self-sufficient. Services may include medical benefits, food, employment and housing services and/or financial benefits. Many people who receive our services are disabled and/or unemployed and may be eligible to receive additional benefits from other agencies [e.g., Social Security Administration (SSA) through Retirement, Survivor, or Disability Insurance (RSDI), Supplemental Security Income (SSI), or Unemployment Insurance benefits (UIB)]. To receive these benefits applicants are required to correctly complete many complex forms, provide an accurate medical, social and employment history and attend medical appointments. Frequently they are without adequate transportation. Missing an appointment or filling out a form incorrectly or inaccurately can result in an immediate denial of one's application. Mental impairments and unstable living situations make it virtually impossible to follow through with applications, hearings, and other required appointments.

Many individuals have been denied benefits due to their inability to comply with the required application process. Legal assistance will insure that individuals eligible to benefits will receive them. Legal services are also needed to assist with housing issues, obtain a valid driver's license, other identified services.

### 1.2 Contract Term and Amount

1.2.1 Term of the services begins July 1, 2007, and ends June 30, 2008.

1.2.2. Total contract amount available for services is \$60,000.00.

1.2.3. The contract may be renewed without a new bid, per Manual Policies and Procedure (MPP) Section 23-621, for no more than a three year term or renegotiated under the terms of Section 23-650, Procurement by Negotiation.

### 1.3 Eligible Applicants

Entities with demonstrated effectiveness in advocating, outreaching, coordinating, and providing legal services for vulnerable populations are invited to apply. Applicants are required to submit proposals that will effectively cover the entire county.

1.4 Funding

1.4.1. Combination of Federal, State and Local funds will be used to provide services.

1.4.2. Expenditures must be related to the specific purposes of legal and system advocacy services.

1.5 Target Population

General Assistance (GA), Foster Care youth, and CalWORKs eligible individuals.

1.6 Program Goals

The program goal is to assist vulnerable adults and children/youth with financial independence by providing legal services that lead to the receipt of benefits and services to which they are eligible.

1.7 Program Outcomes

The outcome of this contract will be to increase self-sufficiency and stability for individuals and youth and families of San Luis Obispo County through the provision individualized legal services to those who need assistance in establishing eligibility to benefits like SSI, UIB, and housing.

2. PROJECT DESCRIPTION

Provide legal assistance to secure services critical to stabilizing lives. Professional legal staff will work with vulnerable populations to provide assistance with the following:

2.1 Access medical records and all documentation needed to apply for initial, reconsideration and/or administrative hearing stages of disability benefit application.

2.2 Coordinate with all other service providers, agencies and medical practitioners involved with the individual, youth or family and assist in accessing need for services not currently being received.

2.3 Communicate with SSA, Employment Development Department (EDD), etc., on behalf of the individual, youth or family to ensure their claim is adjudicate fairly.

2.4 Work closely with Department staff to coordinate and integrate access to services throughout the county (e.g., community-based clinics and outreach with community providers).

2.5 Assist with individual appointment scheduling, required paperwork, educating about the benefits of programs available, and other identified services necessary to ensure benefits and services are received.

3. SCOPE OF SERVICES: *Provider must incorporate below scope of services into completed proposal.*
  - 3.1 Department of Social Services (DSS) shall provide referrals of individuals in need of legal assistance.
  - 3.2 Provide/Vendor shall:
    - 3.2.1 Be qualified to provide legal assistance to individuals who are referred from DSS.
    - 3.2.2 Liaison with SSA, EDD, and other identified agencies for application and appeal processes to facilitate resolution of problems with applications.
    - 3.2.3 Demonstrate ability to successfully assist vulnerable populations with completing necessary application and/or appeal process for services or benefits, including presenting written materials for hearings.
    - 3.2.4 Advocate for safe, affordable and stable housing.
    - 3.2.5 Provide housing counseling on landlord-tenant rights and procedures including eviction prevention.
    - 3.2.6 Assist with Department of Motor Vehicles (DMV) application process and completion.
    - 3.2.7 Provide Family Law services to target group.
    - 3.2.8 Assist with Unemployment Insurance Benefits (UIB), RDSI and SSI application and appeal processes.
    - 3.2.9 Advocate for American with Disabilities Act (ADA) rights on behalf of vulnerable individuals referred.
    - 3.2.10 Make referrals to agencies and programs on behalf of vulnerable individuals referred.
    - 3.2.11 Assist with obtaining residency and birth certificate documents/verification needed to apply for benefits and services.
    - 3.2.12 Actively communicate and coordinate with DSS staff.