

**THE STATE OF COLORADO
OFFICE OF THE CHILD'S REPRESENTATIVE
REQUEST FOR PROPOSALS**

**For A Multidisciplinary Office To Provide Best Interest Legal Representation For
Children In Dependency And Neglect And Delinquency Cases In Arapahoe County District
Court.**

MAY 17, 2010

AUTHORIZED CONTACT PERSON

**Proposers are advised that the only authorized contact person for ALL matters concerning
this Request for Proposal is:**

Cathleen Kendall
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REQUEST FOR PROPOSALS (“RFP”) For

**A Multidisciplinary Office To Provide Legal Representation For The Best Interest Of
Children In Dependency And Neglect And Delinquency Cases In Arapahoe County District
Court.**

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SECTION I - TIMETABLE

A. **Release date of the RFP: May 17, 2010**

B. **Proposer's Conference:**

Date: Wednesday, June 2, 2010

Time: 10:00 am

Location: Daniels Fund 101 Monroe Street, Denver, CO 80206

Attendance by proposers is optional but recommended. Please advise Cathleen Kendall if you plan to attend so that we can arrange for a room large enough to accommodate everyone. The conference will also be videotaped and available on-line.

C. **Deadline for Inquiries: June 9, 2010**

D. **Anticipated Release of Official Answers to Inquiries: June 17, 2010**

E. **Proposal Due Date (application must be RECEIVED by this date and time):**

Date: July 12, 2010

Time: 12:00 p.m.

**Location: Office of the Child's Representative 1580 Logan St.,
Suite 340 Denver, CO 80203**

Faxed or e-mailed proposals will NOT be accepted.

Late submissions will NOT be accepted. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of proposals may be required by the OCR at the proposer's sole cost and expense.

F. **Optional Meetings with Proposers (need determined by the screening committee):
July 19, 2010 thru July 21, 2010**

G. **Selection and Notification: July 23, 2010**

H. **Anticipated Contract Execution: August 30, 2010**

I. **Anticipated Initial Date of Appointments: January 3, 2011**

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSAL

A. Purpose of the RFP

The Office of the Child's Representative ("OCR") is seeking proposals to establish one legal office, or a separate department within an existing legal office, to implement a multidisciplinary law practice committed solely to providing best interests legal representation as guardians ad litem ("GALs") to children who are the subject of dependency and neglect ("D&N") and delinquency cases pursuant to Title 19 of the Colorado Revised Statutes ("C.R.S.") in Arapahoe County District Court. This office will be expected to accept (i) 200 new D&N cases in each twelve (12) month period and (ii) appointments for any delinquency cases filed on a child whose interests are already represented by an attorney who works for the contracting entity.

The representation will begin with the appointment of the GAL in a D&N or delinquency case and will continue through all court proceedings including, if necessary, the filing of a notice of appeal of a final order. The representation will also include attending administrative proceedings and meetings related to the child's well-being held pursuant to the policies and regulations of Arapahoe County and/or the State of Colorado.

The OCR believes the adoption of a multidisciplinary team approach in coordination with new specific attorney and office performance requirements as set forth in Section IV ("Performance Requirements") will ensure a more innovative and efficient GAL practice and better outcomes for children.

B. Background

The mission, as legislatively mandated, of the OCR is to provide competent and effective legal representation to Colorado's children involved in the court system, including children who have been abused and neglected or charged with delinquent acts and without a parent able to provide relevant information to the court or protect the best interests of such children during the proceedings. As a state agency, the OCR is accountable to the State of Colorado to achieve this mission in the most cost-efficient manner without compromising the integrity of services or the safety and well-being of children. The OCR is committed to ensuring that the children represented by GALs receive the best legal services available to ensure their safety and well-being are protected throughout all aspects of the case.

The OCR's statutory mandates as specified at § 13-91-101 *et seq.*, C.R.S, include (i) improving the quality of best interest attorney services and maintaining consistency of best interest representation statewide; (ii) developing measurement instruments to assess and document the effectiveness of various models of representation; and (iii) providing competent attorney services through a comprehensive and properly funded program.

In addition to contracting with approximately 250 licensed attorneys who provide best interest representation to children, the OCR oversees a multidisciplinary thirteen-attorney state

employee staff model office in the 4th Judicial District (El Paso County Office of the Guardian ad Litem). This office was piloted in response to direction from the legislature to the judicial branch in 1999 to pilot new methods of attorney services in D&N cases. The El Paso County Office of the Guardian ad Litem was subsumed by the OCR when the OCR was created in 2000.

In 2003, the OCR was instructed by the legislature in SB- 258 to study alternative methods of providing GAL services in D&N cases, specifically the possibility of implementing an office similar to the El Paso County office in Denver. The Joint Budget Committee has continued to request that the OCR explore opening additional staff model offices. This RFP is a result of the OCR's efforts to comply with that request.

C. **Pilot Term**

The pilot program will run from January 1, 2011 until June 30, 2013. The OCR anticipates that the successful proposer will execute the contract with the agency no later than August 30, 2010, will commence accepting appointments on January 3, 2011 and continue accepting appointments until June 30, 2013. However, the commencement date for accepting appointments is flexible and negotiable. The pilot program is subject to the continued availability of funds to the OCR.

It is the expectation of the OCR that the contract to provide legal services may be extended beyond the initial term. The possibility of an extension will be reviewed six months prior to the contract's expiration. Continuation of any office is contingent upon the continued availability of funds to the OCR for this program and the performance of the contractor.

D. **Case Management System**

The OCR intends to adopt a new web-based case management and information system ("Case Management System"). The contractor will be required to utilize this new Case Management System to input all case information and data for each appointment. OCR will also have access to all information in the Case Management System, excluding attorney work product. Such access will allow the OCR to confirm compliance with the Performance Requirements and track trends for the jurisdiction.

E. **Assistance in Establishing New Office**

The OCR intends for the selected contractor to be able to utilize technical assistance from KidsVoice, Pittsburgh, PA (<http://www.kidsvoice.org>) to implement and execute the multidisciplinary team model of representation required by this RFP. There is no cost to the contractor for this assistance.

SECTION III - SCOPE OF SERVICE

A. Program Goals and Objectives

The OCR's goals and objectives for this RFP are:

1. To provide a more efficient and effective means to deliver legal services;
2. To ensure children receive best interests legal representation consistent with the OCR's Performance Requirements as set forth in Section IV;
3. To ensure the use of a multidisciplinary service model, including attorneys, social workers or other social service professionals, and support staff;
4. To establish an institutional presence within the jurisdiction;
5. To enhance accountability through internal supervision, training, case and file management, and data collection;
6. To ensure continuity of representation through final case resolution, including filing of a notice of appeal of a final order, if necessary;
7. To increase the amount of out-of-court time spent on cases; and
8. To assess a different model for providing best interest representation to children in juvenile matters in Arapahoe County District Court.

B. Contractor Qualifications

Eligible proposers are private law offices or non-profit provider organizations with offices situated to serve Arapahoe County District Court. At the time of contract execution, the successful proposer will be required to show evidence of incorporation in the State of Colorado, having obtained a Certificate of Good Standing from the Colorado Secretary of State, or other authorization to conduct business in the State of Colorado. The successful proposer must also provide proof of malpractice insurance and be willing to require staff to submit to criminal and CBI background checks and child abuse registry clearances.

The OCR assumes that in order to best achieve the goals and objectives stated above, the proposer will have employees with the following *minimum* qualifications:

1. Attorney Experience:

The contractor will:

- Use attorneys licensed or permitted to practice law and in good standing in the State of Colorado;
- Ensure that at least 25% of the attorney staff have experience in D&N proceedings or other substantially related work, including trial experience;
- Employ attorneys with the knowledge, expertise and training necessary to perform the court appointments and endeavor to employ attorneys with experience in other areas of family or social service advocacy, such as, but not limited to custody proceedings; educational advocacy; medical and welfare benefits; developmental disability and mental health entitlements; family violence, housing and delinquency matters; and

- Ensure that prior to an attorney’s first appointment, such attorney shall have received ten (10) hours of relevant legal training and that each such attorney will obtain ten (10) hours of OCR sponsored training per year thereafter.

2. Social Service Staff Experience :

The contractor will:

- Use professionals with substantial experience in the social service fields and/or with a master’s degree in social work;
- Ensure that at least three of the following areas of expertise are covered by staff members: child protection, child development, behavioral and mental health, developmental disabilities, medical needs, substance abuse treatment, special education and family violence; and
- Ensure that social service supervisory staff has experience with proceedings in juvenile court.

3. Support Staff:

The contractor will provide:

- Administrative staff sufficient to support the work of the representation teams and the model office, including the ability to meet data submission and audit compliance requirements.

C. Reporting/Evaluation:

The contractor will:

- Use the Case Management System being developed and maintained by OCR and KidsVoice for the purpose of tracking and monitoring cases, measuring specified outcomes and providing reports;
- Cooperate with periodic performance audits and be subject to all applicable Chief Justice Directives (“CJD”);
- Submit a quarterly update on staffing of the office including the name, position and qualifications of each employee of the contractor.
- Cooperate with any evaluation of the model office which will entail review of the data on activities and outcomes collected in the Case Management System, as well as the use of survey instruments and interviews. The evaluation will seek to assess the office’s compliance with the Performance Requirements and effective implementation of the multidisciplinary team approach. Some of the key measurements may include:
 1. attendance at relevant meetings and proceedings;
 2. increased participation of children in case events;
 3. minimization of the number of moves when a child is placed out-of-the home;
 4. more timely permanence for children;
 5. increased sibling contact;
 6. decreased re-entry rate of families back into the D&N court system;
 7. pending caseloads and annual caseloads per attorney;
 8. number of cases in which the family is reunified within 12 months;

9. prompt implementation of court orders
10. aggregate information regarding represented children; and
11. number of appeals initiated by attorneys employed by the contractor.

D. Program Site/Office Space:

The contractor will:

- Maintain an office situated to serve the Arapahoe County District Court;
- Operate, at a minimum, during regular business hours Monday through Friday 8:00 a.m. to 5:00 p.m.;
- Create a phone answering system during regular business hours and after business hours and describe in the proposal how the office intends to address emergencies after business hours.

E. Library Facilities/Training:

The contractor will:

- Have access to a law library physically on the premises and/or provide on-line research capabilities for legal staff;
- Utilize OCR's training programs and provide any additional training and supervision to staff to ensure competency and performance consistent with the Performance Requirements and the Multidisciplinary approach to legal representation; and
- Abide by OCR training requirements as set forth in the contract executed in the RFP process.

SECTION IV - PERFORMANCE REQUIREMENTS FOR MULTIDISCIPLINARY LAW OFFICES

This sets forth the Performance Requirements for D&N cases which must be followed by any multidisciplinary law office which receives a contract under this RFP:

Each child shall be assigned a team of workers which shall include one attorney and one social service staff member (the "Child's Team") who shall be primarily responsible for the investigation, advocacy and representation of the child's best interests.

A. Cornerstone Advocacy

Each attorney shall structure his/her D&N cases based upon the principles of Cornerstone Advocacy for GALs. This requires that each attorney focus on the following areas:

1. *Placement*: securing the appropriate placement which supports a child's connections to family and the people and institutions that the child was connected to before placement, including biological parents, kin and kin-like placements where appropriate;
2. *Visits*: where appropriate, using visiting resources to increase the frequency and length of visits with parents, guardians, and siblings and encourage the utilization of settings that most closely mimic family life;
3. *Services*: ensuring appropriate strength-based treatment plans and services for the child and the respondent parents which are specifically tailored to each child and family;
4. *Education and Life Skills Planning*: assisting in the formulation and execution of a plan which focuses attention on the educational needs of each child and which supports school stability and success including maintaining a child in his/her home school, ensuring that when a school transfer is necessary the child is promptly enrolled in the new school and her/his educational records including IEP are promptly transferred, and ensuring that a child is assessed for an IEP when necessary; and assisting with transition planning if the child will still be in care upon turning 18 years of age, including helping to secure a life-long permanent family connection.

B. Case Load Limits

To increase the amount of out-of-court time spent on cases, the OCR envisions that the proposer will provide a case load limit, or preferably a cap for the number of children, represented by each of its attorneys and social service staff members at any one time. The proposer will need to explain how D&N cases and delinquency cases are counted for purposes of this cap. For example: Does a child who is the subject of a D&N case who also picks up 2 delinquency cases count as 1, 3 or some other number of cases for the proposed case or child cap? Would 20 delinquency cases count against the cap in the same way as an equal number of D&N cases? The Case Management System will provide each child with a

unique identifying number which will permit the contractor and OCR to easily track both the number of children and cases on each attorney's and social service staff member's case load.

In the event there is turnover among the attorneys or social service staff in the contractor's office, the contractor will be expected to ensure that any temporary increase in case load above such cap shall be remedied as soon as practicable by the hiring of a new employee.

C. **Contact Requirements in D&N Cases**

To ensure children receive traditional best interests representation which includes the child's wishes as a factor in this determination, the Child's Team in every D&N, shall attempt to establish a trusting and age-appropriate relationship with the child. Specifically:

1. A member of the Child's Team, shall have **meaningful face to face visits with the child at least once every 90 days**;
2. Two of the four minimum annual visits shall occur at the child's residence;
3. The assigned attorney shall visit the child at the child's residence within 30 days of each new placement;
4. The assigned attorney will attend two face to face visits annually with at least one occurring at the child's residence;
5. In cases in which the child is living or placed more than 150 miles from the Arapahoe County Courthouse, the requirement to meet face to face with the child is waived;
6. A member of the Child's Team shall contact the child, or the child's caregiver if the child is unable due to age or disability to discuss his/her case, prior to each court date either by phone, e-mail, text or in person and document the child's wishes when ascertainable;
7. The Child's Team, when appropriate, shall encourage the participation of the child or youth at court proceedings and staffings;
8. The Child's Team will conduct an investigation which will include contact with the child, his or her family, and, if applicable, foster parents, therapists, teachers/school personnel and others with knowledge of the child and the case in addition to having contact with the social workers at the department of human services; and
9. While it is anticipated that the social services staff member of a Child's Team might attend the majority of the outside meetings held on a case, the assigned attorney shall personally attend at least 20% of the meetings and conduct a portion of the outside investigation.

10. The Child's Team will confirm with the department of human service's case worker that a diligent search for kin and kin-like placements is occurring in a timely manner and throughout the case.

D. **Supervision Requirements**

The contractor will need to provide staff with appropriate training and supervision. In particular, the contractor will need to do the following:

1. Provide supervisory staff at a level appropriate to case load and organizational size;
2. Supervision must be provided by a professional with extensive experience in the child protection field;
3. Provide training, mentoring and supervision for staff to increase knowledge of relevant areas of the law and child development;
4. Create a supervisory structure that ensures equitable case distribution and when possible case assignments based upon the area of staff expertise and issues identifiable in pleadings;
5. Ensure that supervisory staff will be available to assist on an ongoing basis and will formally review inexperienced attorney or social service staff performance at least once every six months and experienced attorney or social service staff performance at least once each year and maintain records of such reviews;
6. Ensure that attorney supervisory staff has extensive experience in child protection litigation in juvenile court; and
7. Establish a system of direct observation in court and/or in the field and solicit feedback from children, when appropriate, and families. The creation of a system to obtain feedback from other attorneys; placement resources; department of human services' social workers; and court personnel in order to assess attorney and social service staff performance is also desirable.

Notwithstanding the foregoing, the OCR and the State of Colorado reserve the right to assess and audit all attorneys who are employed by the contractor and investigate and resolve all complaints filed against any staff member, including any attorney employed by the contractor.

E. **Public Actions**

The contractor will work cooperatively with the OCR, which specifically shall mean:

1. Neither the contractor, nor any of its employees, shall advocate a political stance contrary to that of the OCR's Board of Directors while holding itself out as a staff office for GALs in Arapahoe County without disclosing that a contrary opinion is held by the OCR; and

2. The contractor shall collaborate with the OCR in any efforts to promote the staff model office concept on a local or national level.

F. **General Requirements**

The contractor will ensure the following:

1. Each attorney is in compliance with CJD 04-06 and/or any subsequent CJDs;
2. Attorney representation is consistent with the Colorado Rules of Professional Conduct and applicable statutes, and the child's desires will be considered when determining what is in the child's best interest;
3. Team approach to case management and formulation of case goals is utilized;
4. The Child's Team will strive to ensure that all legal rights and entitlements of the child are protected and that issues affecting the child's well-being are addressed through all appropriate proceedings;
5. The record of proceedings preserves any and all issues for appeal, and if an appeal of a Court's decision is before the District Court, the attorney will participate in such appeal under the contract executed in this RFP process. Participation in the appeal of a final order to the Colorado Court of Appeals or Supreme Court is outside the scope of this RFP. The contractor may opt to participate in such appeal and receive additional compensation or contact the OCR to identify appropriate appellate counsel.
6. The contractor will have the capacity to assist in identifying and advocating for appropriate resources and community based services to meet the child's needs and improve case outcomes.

SECTION V - FUNDING

The OCR intends to award a contract to one organization to pilot a multidisciplinary law practice in Arapahoe County District Court. Any contract award is subject to the availability of appropriated funds.

The OCR reserves the right to select the proposal that best assures high quality legal representation and that is in the OCR's economic best interest, both as determined by the OCR in the OCR's sole discretion.

A. Payment Structure Proposals

The proposer will be expected to propose accepting 200 new D&N cases for each twelve (12) month period. Specifically, during the first year the contractor will be expected to accept 200 new D&N cases. During the second year of operation, the contractor will be expected to accept an additional 200 new D&N appointments and also provide representation on the pending caseload from the previous year. During the final six (6) month period, the contractor will be expected to propose accepting an additional 100 new D&N appointments. Additionally, the proposer will need to accept appointments for any delinquency cases filed on a child whose interests are already represented by an attorney who works for the contracting entity. The proposer may also propose to accept a certain number of additional new delinquency case appointments each year.

To the extent the proposer employs attorneys who are current independent contractors with the OCR, the current open D&N and delinquency cases of each such attorney shall be transferred to the contracting entity and covered under the contract which results from this RFP process. The requirement to accept 200 new D&N case appointments annually is in addition to any cases transferred as a result of this process. The proposer should inform the OCR of the approximate number of open D&N and delinquency cases which would be transferred if the transfer occurred as of July 12, 2010 and propose a payment structure for these ongoing cases. The OCR anticipates that such proposals will include different payment schedules for delinquency and D&N cases and will further differentiate D&N cases based upon either how long the case has been open or whether a certain case milestone such as a permanency hearing has been reached.

The proposed payment structure should be based upon:

1. The number of new and old cases proposed;
2. The caseload caps proposed for the attorneys and social service professionals;
3. The estimated total number of direct service hours to each child and the estimated average number of hours per case necessary to comply with the Performance Requirements;
4. The resulting staffing needs; and
5. The proposed salaries.

A proposed budget, which is detailed in Section VI, should include an explanation of how the average number of hours per case was determined, the division of labor by staff type and the resulting staff and salary needs.

The OCR reserves the right to alter payment if the availability of the appropriated funds by the State of Colorado is such that the OCR cannot make the agreed upon payments. All payments are also subject to any additional requirements that may be imposed by law.

B. Payment Timing

Once a contract for the winning proposer is executed, 10% of the contract amount for the first year shall be paid within 14 days of the contract execution in order to enable the successful proposer to set up its office.

SECTION VI - FORMAT AND CONTENT OF THE PROPOSAL

Proposers should provide straightforward, concise information that satisfies the requirements below. The proposal should be paginated and printed on 8 ½” x 11” paper with 12 pitch font, single sided only and bound or presented in a secure manner.

The proposer should provide eight (8) copies of the proposal to the OCR. One of the copies should have an original signature.

A. Proposal Format

1. Proposal Cover Letter

The proposer must state exactly on what the entity is bidding, including specifying the number of case appointments in D&N and delinquency cases to be covered. The cover letter must include the applicant’s name, address, e-mail address and a telephone number at which an authorized representative can be reached. The cover letter must also name the person who will be authorized to make representations for the proposer. The letter must indicate the proposer’s form of legal entity. The letter must be signed by an individual who is authorized to enter into a contract with the OCR on behalf of the proposer.

2. Table of Contents

3. Program Proposal

The Program Proposal should address the following:

(a) Summary of Relevant Experience

Describe the relevant experience of the proposing *entity* and proposed *key staff* in providing the work described in Sections III and IV. Specifically address the following:

1. *Entity Experience:*

Aggregate experience of lawyers.

2. *Individual Staff Experience:*

Attach for each key staff position, including staff attorneys and social service staff, a resume and/or description of the qualifications that will be required. In addition, provide a statement certifying that the proposed key staff will be available for the duration of the project.

In particular, provide information concerning:

- experience in D&N proceedings or other substantially related work, including trial experience; and
- experience managing staff or a legal entity, particularly legal and non-legal support staff.

3. *References*

Include three (3) relevant court related letters of reference (i.e. judges, recent clients, respondent parent counsel or city/county attorneys), including for each reference: name, title and telephone number and brief statement describing the relationship between the proposer and the reference.

(b) Organizational Capability

Provide an overview of the organization and describe how the organization meets or plans to meet the requirements set forth in Sections III and IV. Specifically address the following:

1. *Organizational Chart*: Provide a diagram showing the structure of management, functions and positions within the overall organization. Indicate on the diagram where the functions related to this project will be located;
2. *Office Space*: In the event the entity does not currently have office space, describe the steps to be taken to secure office space and set up an office prior to January 1, 2011. To the extent the office space will not be located in Arapahoe County, please explain the plan to accomplish the stated goals in Sections III and IV from such a location;
3. *Shared Legal Practice*: If the proposer intends to be part of a law practice with attorneys who practice in different areas or to hire part-time attorneys who have an outside practice, please explain how this arrangement will benefit the GAL practice; the plan to ensure that the other areas of practice will not interfere with the case appointment requirements in this RFP; and how conflict issues will be minimized and addressed;
4. *Management and Financial Controls*: Describe the operating systems for management and financial controls;
5. *Financial Condition*: Attach a copy of the two (2) most recent certified annual financial statements of the proposer's organization or a statement as to why none is available; and
6. *Board of Directors*: Attach a roster of the organization's current Board of Directors or other governing board, if applicable.

(c) Proposed Approach

Describe in detail how the proposer will provide the work described in Sections III and IV of this RFP and describe how the proposer's approach will fulfill the OCR's goals and objectives as set forth in Section III. Specifically please address the following:

1. *Staffing plan*: Provide an organization chart showing anticipated lines of authority (reporting relationships) of the pilot program staff. Please provide a description of the expertise and background which will be required of supervisory staff. Submit a staffing plan that discusses how and when the organization will assign or hire staff and orient them to the organization. The staffing plan should address how many attorneys, supervisors, social service, paralegals and clerical staff will be employed initially;
2. *Child Caps*: Please describe the cap for either cases or, preferably, represented children which will be placed on each attorney and social service staff member;
3. *Open Cases*: Please provide an approximate number of open D&N and delinquency cases which would be transferred to the contracting entity if the transfer occurred as of July 12, 2010 and propose a payment schedule for these ongoing cases;
4. *Delinquency Cases*: Please provide an estimate for the number of attendant delinquency case appointments anticipated in each of the first two years and the final 6 months of the contract. Additionally, if the proposer intends to accept additional delinquency appointments, please indicate both the number of additional appointments sought and how these cases will be covered by the attorneys employed by the contracting entity.
5. *Assigning Process*: Describe how the proposer will assign attorneys and social service staff to incoming cases and describe the proposer's capacity to work with non-English speaking children or families;
6. *Child Team Functioning*: Please describe how assigned attorneys and social service staff members will operate to meet the requirements in this RFP, specifically, in Sections III and IV;
7. *CASA, Interns and Volunteers*: Please describe how the office would utilize available interns and volunteers, and the interaction of the Child's Team with a CASA if one is appointed on a case;
8. *Plan for Start-up*: Describe the start-up plan and work plan that lists the essential start-up, administrative and management tasks to be undertaken in the proposed program and provide an anticipated timetable and budget; and

9. *Conflicts*: Describe the internal process or system for checking client conflicts.

4. **Price Proposal**

Submit a line item budget showing the total cost of the services. For the purposes of comparison and to help guide proposers through this process, proposers should include a cost proposal using the following budget forms found at www.coloradochildrep.org under the RFP link.

- (a) Salaries and Benefits;
- (b) Capital Outlay;
- (c) Rent;
- (d) Operating Expenses;
- (e) Other Expenses, including Malpractice Insurance; and
- (f) Budget Narrative (no form provided): Prepare a narrative on your organization's letterhead or proposed letterhead that explains how the budget calculations and allocations were determined. Include method of calculating total number of hours spent on a given case ("Direct Service Hours"); average hours per child; FTE status of each attorney and social service staff member; division of hours among attorney and social service staff; and the total annual Direct Service Hours provided office-wide on all cases. Additionally, the proposer should create a separate budget for the first year (1/1/2011-12/31/2011), the second year (1/1/2012-12/31/2012), and the final 6 months of the contract (1/1/2013-6/30/2013), as the staffing needs will probably increase in the second year of the contract. To the extent that the proposer does not believe the staffing needs will differ between the first two years, the proposer should explain the determination that the staffing needs will remain constant.

In the event that the number of D&N petitions filed in Arapahoe County District Court is higher than 200 cases, the contractor and the OCR may enter into an agreement to cover these additional cases for additional compensation.

NOTE: The State of Colorado is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposed cost.

B. Proposal Package Contents

The Proposal Package should contain the materials listed below. Proposers should utilize this section as a "checklist" to assure completeness prior to submitting the proposal to the OCR.

1. A sealed inner envelope labeled "Proposal," containing one original set and 7 duplicate sets of the documents listed below in the following order:

SIGNED Cover Letter
Table of Contents

Narratives- Please address each section in the Program Proposal if it requires explanation

Resumes and/or Description of Qualifications for Staff Positions

Letters of Reference

Organizational Capabilities (items 1-6)

Proposed Approach (items 1-9)

Price Proposal

2. A sealed outer envelope enclosing the sealed inner envelope. The sealed outer envelope should be labeled with the Proposer's name and address and the name, title, address, e-mail address and phone number of the proposer's authorized agency contact person.

SECTION VII - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Screening Committee

A screening committee comprised of OCR staff or other designees as deemed appropriate by the OCR (“Screening Committee”) will evaluate qualified proposals submitted in response to this RFP and submit those evaluations to the OCR for consideration. The final selection will be made by the Executive Director of the OCR.

B. Evaluation Procedures

1. All proposals accepted by the OCR will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the OCR to be non-responsive will be disqualified; however, minor technical non-compliance may be waived by the OCR in its sole discretion.
2. At its discretion, the OCR may convene meetings with proposers in order to gain a fuller understanding of their proposals. The meetings may involve interviews, presentations, or site visits. If the OCR decides meetings are warranted, the Authorized Contact Person from the OCR will contact proposers to make an appointment. Any such meetings are tentatively scheduled for the week of July 19, 2010. During such meetings, proposals may not be supplemented, changed or corrected in any way. No comments about other proposers or proposals will be permitted. Any and all costs associated with such meetings will be entirely at the proposer’s expense. Although discussions may be conducted with proposers submitting acceptable proposals, the OCR reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best programmatic and price terms.

C. Evaluation Criteria

Proposals will be evaluated by the Screening Committee and the OCR using many criteria. The primary considerations include:

1. Quality of proposed approach to provide comprehensive, effective, efficient and high quality representation;
2. Demonstrated quantity and quality of successful relevant experience;
3. Demonstrated level of organizational capability; and
4. Proposed cost.

D. Basis for Contract Award

A contract will be awarded to the proposer whose proposal is determined to be the most advantageous to the OCR and children in D&N and delinquency proceedings, taking into

consideration quality of proposed services, price and such other factors or criteria which are set forth in this RFP. Contract award will be subject to the timely negotiation and execution of a contract between the OCR and the selected proposer and will include many of the conditions set forth in Section VIII. Additional terms and conditions appropriate for this project may be included in the final agreement.

SECTION VIII - GENERAL INFORMATION AND CONDITIONS FOR PROPOSERS

- A. Applicable Laws. This Request for Proposals and the resulting contract award, if any, are subject to and governed by the laws of the State of Colorado.
- B. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the OCR to support continuation of performance in any fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.
- C. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the OCR prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the OCR to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
- D. Confidential, Proprietary Information or Trade Secrets. All proposals in response to this RFP are the sole property of the OCR. Proposers are encouraged NOT to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. If the proposer determines that certain documentation required by this RFP is confidential, the proposer should give specific attention to the identification of those portions of their proposals that it deems to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the OCR. Such information must be easily separable from the non-confidential sections of the proposal.
- E. RFP Postponement/Cancellation. The OCR reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.
- F. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare or submit proposals.
- G. Indemnification. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the OCR, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this agreement.

- H. Relationship of Parties. The contractor and the agents and employees of the contractor, in the performance of the contract which may result from this RFP process, shall act in an independent capacity and not as officers or employees or agents of the OCR or the State of Colorado.

- I. Amendments. The OCR reserves the right to amend this RFP prior to the due date and time if it is in the best interest of the OCR. All amendments to this RFP will be posted on the OCR's website at www.coloradochildrep.org under the RFP link. Proposers are solely responsible for accessing the OCR's website to receive any amendments to this RFP.

- J. Personnel. To the extent that specific personnel are identified in the proposer's response to this RFP, they will be the persons actually assigned to the project. Any additions, deletions or changes in such personnel during the course of the contract must be approved by the OCR. At its discretion, the OCR may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the OCR.

- K. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the OCR or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the OCR and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties.